13/001869

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING PURCHASE OF LAND ADJACENT TO WERNER PARK STADIUM FOR PARKING AND OTHER AUTHORIZED USES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 20012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy is authorized to purchase and hold the real and personal estate necessary for the use of the county pursuant to Neb. Rev. Stat. §23-104(1) (Reissue 2012); and,

WHEREAS, Neb. Rev. Stat. §23-2901 to 2905(Reissue 2012), confers the power to counties, for the benefits of its citizens, to acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, Sarpy County has constructed Werner Park, a recreational and athletic facility that among other uses, serves as a stadium for minor league baseball, said facility being for social, athletic and recreational purposes, serving the public health and welfare, and for the general operation of government by the exercise of a power conferred by state law; and,

WHEREAS, in order to fully utilize Werner Park, additional real property is required, said real estate to be used for vehicle parking, among other things; and,

WHEREAS, after an appraisal and having engaged in negotiations in good faith with the owners of certain property located adjacent to Werner Park, a purchase agreement has been proposed for the purchase of Lot 3, Schewe Farms, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and the purchase price for such land has been agreed upon in the amount of One Million One Hundred Fifty Thousand Dollars ($1,150,000).

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners (hereinafter "Board") that said Board does hereby make the following determinations, to wit:

A. The acquisition of certain property for use for parking and other activities

associated with Werner Park Stadium and is designed to be of benefit to all of the citizens of Sarpy County; is not designed to confer any special benefits on any person or persons; and said facility will promote the public health, safety and welfare.

B. That for this purpose it is necessary that the County acquire certain legal interests in real property, more particularly described as follows: Lot 3, Schewe Farms, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

C. That, therefore, the Chairman of this Board, together with the County Clerk are authorized to execute the Purchase Agreement for the above-described property, a copy of which is attached hereto, as well as the necessary documents to consummate said transaction, on behalf of this Board and to purchase the above-described property for the sum of One Million One Hundred Fifty Thousand Dollars ($1,150,000).

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 10th day of December, 2013.

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Chairman, Sarpy County Board

Sarpy County Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into this 10 day of December, 2013, by and between **SCHEWE FARMS, INC,** a Nebraska corporation, whose post office address is 1753 S. 49th Street, West Des Moines, Iowa 50265, herein after called "Seller", and **Sarpy County,** Nebraska, whose post office address is _____, herein after called "Buyer", and is made upon the following terms and conditions:

1. PROPERTY. Seller agrees to sell and Buyer agrees to purchase the following real property owned by the Seller and located in the County of Sarpy, State of Nebraska, to wit:

   Approximately 8.0 acres known as Lot 3 Schewe Farms, together with all improvements located thereon and any easements and servient estates appurtenant thereto, as more fully identified on Exhibit "A" attached hereto (the "Property"). The actual square footage of the Property shall be determined upon completion of a boundary survey.

   The property described in this section is referred to in this Agreement as the "Property".

2. PURCHASE PRICE. The purchase price of the Property is $1,150,000.00 (the "Purchase Price") and payment thereof shall be as follows:

   Twenty-five Thousand Dollars ($25,000) earnest money within three (3) business days after the signing of this Agreement paid directly to Nebraska Title Company Inc., 14680 West Dodge Road Suite 1, Omaha, NE 68154 ("Escrow Company") ("Escrow Company"), the receipt of which will be acknowledged by Escrow Company; and

   The balance shall be due at closing.

   All money payments shall be by cashier's check or other certified means, or in a form that is acceptable to the Seller. Seller agrees that the earnest money may be paid by Buyer's corporate check.

3. EARNEST MONEY. The earnest money shall be credited on the Purchase Price. Should Seller fail to perform any of Seller's obligations hereunder, Buyer may as its sole remedy terminate this Agreement, upon such notice as is required by law, and upon such termination the Seller shall return the earnest money for breach of this Agreement and both parties obligations hereunder will thereupon cease.

4. DATE OF CLOSING; POSSESSION. The date for the closing of the sale contemplated shall be mutually agreeable between the parties but in no event later than January 17, 2014 (the "Date of Closing"). The Date of Closing is declared to be of the essence of this Agreement. Possession of the Property

shall be delivered at the conclusion of the closing on the Date of Closing. The Date of Closing may be extended by the mutual consent of the parties, which consent shall not be unreasonably withheld, provided such request for extension does not extend the Date of Closing more than thirty (30) days.

5. REAL ESTATE TAXES. All real estate taxes which become delinquent in the year of closing shall be treated as current taxes and prorated to the Date of Closing. Seller shall pay all prior taxes.

6. MARKETABLE TITLE. Within twenty (20) days after the execution of this Agreement, Seller shall furnish Buyer with a Title Insurance Commitment to be issued by Nebraska Title Company Inc., 14680 West Dodge Road Suite 1, Omaha, NE 68154 ("Escrow Company"),for Lot 3, Schewe Farms and which shall provide for coverage in the amount of the Purchase Price and show merchantable tile subject only to covenants, reservation, easements, and restrictions acceptable to Buyer. Buyer shall have five (5) business days to review the Title Commitment and within such period shall promptly notify Seller of all objections thereto in writing. Seller shall have a period of ten (10) days in which to attempt to correct the title and make it marketable. If title to the Property cannot be made marketable within the said period of time and such further time as may be granted by Buyer, Buyer shall be entitled to the return of the earnest money paid and shall be under no further liability to Seller, and Seller shall have no further liability to Buyer.

7. INSPECTION PERIOD; RIGHTS OF CANCELLATION.

   7.1 From and after the mutual execution and delivery of this Agreement (the "Effective Date") and to the expiration of the Inspection Period (as defined below), Buyer, its agents, contractors and other representatives shall have the right to enter the Property at all reasonable times for the purpose of performing or causing to be performed non-destructive, surveying, structural, mechanical, geotechnical and environmental tests and studies and such other similar investigatory work as the Buyer shall consider appropriate and shall have further right to make such inquiries with governmental agencies, utility companies and other like parties to make such feasibility studies and analysis as Buyer considers appropriate. All such tests and studies shall be done at the Buyer's sole expense. With respect to such inspections and investigations, Buyer shall immediately pay or cause to be removed any liens filed against the Property as a result of any actions taken on or behalf of the Buyer; and protect, indemnify, defend and hold Seller harmless from and against all claims, damages or losses incurred to the Property or anyone on the Property as a result of the action taken by Buyer, or any of its agents, representatives or contractors. If the purchase and sale contemplated by this Agreement is not closed, Buyer shall repair and restore any damage to the Property caused by Buyer's investigation or testing, at Buyer's expense and shall return the Property to the same condition as it existed prior to such entry.

7.2 For a period of fifteen (15) days commencing with the Effective Date (the "Inspection Period"), Buyer may terminate and cancel this Agreement for any reason, in Buyer's sole discretion, by giving Seller written notice to terminate and cancel this Agreement prior to the expiration of the Inspection Period, whereupon the earnest money shall be returned to the Buyer and thereafter the parties shall thereupon be relieved of any and all further responsibility hereunder and neither party shall have any further obligation on behalf of the other, except Buyer shall remain bound by the terms of Section 7.1 above.

7.3 The Earnest Money shall become non-refundable upon expiration of the Inspection Period.

8. CONDITIONS PRECEDENT. Seller and Buyer's obligation to close this transaction are expressly conditioned upon each of the following being satisfied or waived prior to the expiration of the Inspection Period or any extension mutually agreed to by the parties:

8.1 The Seller shall at its expense complete and furnish a boundary survey and a final grading survey.

Unless the Buyer provides Seller with written notice of Buyer's disapproval of the condition precedent set forth in 8.1 above during the Inspection Period, Buyer will be deemed to have accepted and waived those conditions upon the expiration of the Inspection Period. In the event that any of the conditions precedent have not been satisfied or waived prior to the expiration of the Inspection Period or any extensions thereof, then this Agreement shall be deemed terminated and the earnest money shall be returned by Seller to Buyer. Thereafter, Seller and Buyer shall have no further liability under this Agreement, subject to Buyer's obligations under Section 7.1 above.

9. ENVIRONMENTAL MATTERS. To the best of the Seller's knowledge: (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, (ii) the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and (iii) Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or other, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks (the "Environmental Matters").

10. SELLER'S WARRANTIES. Seller warrants that it is the owner of the Property and the Property will be free and clear of all liens and encumbrances, except as otherwise provided herein, when the Purchase Price is paid in full. Seller warrants that it has the right to sell the Property and enter into this Agreement. Seller warrants that prior to closing, or in the ordinary course of business after closing, payment in full will have been made for all labor, materials, machinery,

fixtures, or tools furnished within ninety (90) days immediately preceding the closing, in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

11. BUYER'S WARRANTIES. Buyer warrants that it has full right, power and authority to purchase Property and to execute, deliver and carry out the provisions of this Agreement; that the persons executing this Agreement on behalf of the Buyer have been dully authorized to execute this Agreement on behalf of the Buyer.

12. RISK OF LOSS. Seller shall continue to care for the Property and insure the Property through the Date of Closing. The risk of loss prior to closing is on the Seller. In the event that the Property is totally or partially destroyed or damaged, or in the event that a proceeding is commenced to condemn all or any portion of the Property prior to Date of Closing, this Agreement shall become null and void and Buyer shall be entitled to a return of the earnest money, at Buyer's option. In the event Buyer does not elect to terminate this Agreement as a result of such damage or condemnation, Seller shall assign to Buyer all rights to insurance proceeds resulting from such damage, or Seller shall assign Buyer all rights to appear and receive any award from such condemnation proceedings.

13. CLOSING DOCUMENTS. Subject to performance by Seller and Buyer of their respective obligations hereunder, at the time and place set for closing, Seller and Buyer shall deliver to each other the following:

13.1 Seller in consideration of the agreements of the Buyer, sells and agrees to convey to Buyer by Warranty Deed, free and clear of all liens and encumbrances, except the following permitted encumbrances:

13.1.1 Building and zoning laws, ordinances, state and federal regulations, provided they do not adversely affect Buyer's proposed use of the Property;

13.1.2 Utility, drainage, and other easements of record or which would be disclosed by a comprehensive survey of the Property;

13.1.3 The lien of real estate taxes and special assessments which are payable by Buyer pursuant to the terms of this Agreement;

13.1.4 Reservations and restrictions of record;

13.2 Seller shall deliver funds to pay, or evidence of payment of all taxes and assessments to be paid by Seller pursuant to this Agreement;

13.3 Buyer shall deliver funds, in cash or some other form acceptable to the Seller, sufficient to satisfy Buyer's obligations; and

13.4 Seller and Buyer shall also sign such other documents required by the title company to close this transaction.

14. FEES. Seller and Buyer shall equally divide the costs incurred in providing a Title Policy to Buyer, providing clear and marketable title, preparation of the Special Warranty Deed, recording of releases, and satisfactions, and one-half of the closing fee to Escrow Company. Buyer will be responsible for all of the other fees and expenses incurred to close this transaction, including documentary revenue stamps, recording of the deed, and one-half closing fee to Escrow Company and any special endorsements requested by Buyer relating to the Title Policy. Each party shall be responsible for its own legal fees and any other fees incurred in the negotiation and drafting of any easements or any other documents as may be necessary relative to the mutually agreed upon the site.

15. SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA AGREEMENT. The Property is located with the boundaries of Sanitary and Improvement District No. 290 of Sarpy County, Nebraska ("SID 290"). Buyer will benefit from the construction of public improvements which will benefit the Property. Buyer's ownership will likely exempt the Property from the payment of real estate taxes. Prior to closing, Buyer agrees to enter into an Agreement with SID 290 whereby Buyer agrees to pay SID 290 an "Annual In-Lieu Payment" with respect to the real estate taxes which otherwise would be owing to SID 290. The estimated annual in lieu of tax amount is $.88 per $100.00 of assessed valuation and at all times shall equal the total tax levy of SID 290. Seller has informed the Buyer that once the Property has been annexed into the City of Papillion the Annual In-Lieu of Payment to SID 290 will cease.

16. BROKERAGE FEES. Seller has entered into a brokerage fee agreement with 360 Real Estate Services, Inc. and World Group Commercial Real Estate for payment of a real estate brokerage commission in association with this transaction. Except for these disclosed agreements, which are evidenced by separate documentation, each party hereto warrants that it has not incurred any real estate brokerage fees, finders' fees, or any other fees to any third party in connection with this purchase and sale, except as provided herein. In the event that any third party not named in this paragraph institutes legal action in an effort to recover such fees, the parties shall jointly defend such action. If a judgment is obtained against the parties, the party responsible for the breach of this warranty shall reimburse the other for the latter's attorney's fees, court costs, expenses, and share of the judgment.

17. DEFAULT. In the event that any of the Seller's representations or warranties contained in this Agreement are materially untrue or if Seller shall have materially defaulted in the performance of any of the covenants or agreements contained herein which are to be performed by Seller for any reason, Buyer may, at its option: (a) terminate this Agreement by giving written notice of termination to Seller and receive a full and immediate return of the earnest money; or (b) seek to enforce specific performance of this Agreement. In the event Buyer

intends to seek specific performance, such action must be commenced by Buyer within six (6) months of the date of this Agreement.

18. NOTICES. Any notice, demand or other communication under this Agreement by any party to another party shall be in writing and shall be validly given when (a) hand delivered; (b) sent via overnight courier; or (c) sent by registered mail, postage prepaid, return receipt requested, addressed to the parties set forth above in the introductory paragraph of this Agreement.

19. COOPERATION. Seller and Buyer agree to cooperate fully with one another in taking any reasonable actions necessary or helpful to accomplish the transaction contemplated by this Agreement.

20. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and assigns. The headings used herein are for convenience only and do not constitute a part of this Agreement. No waiver of any part of this Agreement shall be construed to be a waiver of any other part nor shall one waiver stop either party from subsequently requiring performance. TIME IS OF THE ESSENCE OF EACH AND EVERY PART OF THIS AGREEMENT.

21. ASSIGNMENT. This Agreement may not be assigned by either party.

22. AMENDMENT, MODIFICATION, OR WAIVER. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid if for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no prior oral agreement or representation shall be enforced unless incorporated in writing.

24. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arising, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of any provisions of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same agreement.

26. FACSIMILE. For purposes of executing this Agreement, a facsimile signature shall be deemed as effective as an actual signature.

27. SURVIVAL. The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

28. GOVERNING LAW / VENUE. This Agreement shall be construed in accordance with the laws of the State of Nebraska. The parties agree that any legal proceeding instituted pursuant to or connected with any disputes under this Agreement shall be exclusively venued in the District Court of Sarpy County, Nebraska and each party hereby consents to the personal jurisdiction of such Court.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SELLER:	BUYER:
SCHEWE FARMS, INC.	SARPY COUNTY
By: Margaret K. Langpaul Margaret K. Langpaul	By: _____
Its: President	Its: _____
EIN: 47-0737792	EIN: _____

28. GOVERNING LAW / VENUE. This Agreement shall be construed in accordance with the laws of the State of Nebraska. The parties agree that any legal proceeding instituted pursuant to or connected with any disputes under this Agreement shall be exclusively venued in the District Court of Sarpy County, Nebraska and each party hereby consents to the personal jurisdiction of such Court.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SELLER:	BUYER:
SCHEWE FARMS, INC.	SARPY COUNTY
By: _____	By: [signature] 12-10-13
Its: _____	Its: Chairman
EIN: _____	EIN: 47-6006504

EXHIBIT "A"

(Legal Description)

Approximately 8.0 acres, known as Lot 3 Schewe Farms plat, County of Sarpy, State of Nebraska, with actual acreage to be determined and supplemented.

RECEIPT FOR EARNEST MONEY DEPOSIT

NTC File No. **0258418**

Seller: **Schewe Farms, Inc.**

Buyer: **Sarpy County**

Property: **Lot 3, Schewe Farms, Sarpy County, Nebraska**

The undersigned acknowledges receipt from the **Sarpy County Clerk** in the amount of **$25,000.00**, payable to Nebraska Title Company, representing the earnest money deposit for the transaction referenced in the above described property.

Dated and receipted on the December 12, 2013.

Nebraska Title Company

By: Ann M. Dunham
Vice President, Commercial

EXHIBIT "A"

(Legal Description)

Approximately 8.0 acres, known as Lot 3 Schewe Farms plat, County of Sarpy, State of Nebraska, with actual acreage to be determined and supplemented.

COUNTER PM
VERIFY PM
FEES $ 16.00
CHG SFILE
SUBMITTED NEBRASKA TITLE COMPANY - O

NEBRASKA DOCUMENTARY STAMP TAX
Jan 17, 2014
$ Ex002 By PM

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2014-01209
2014 Jan 17 08:53:30 AM
REGISTER OF DEEDS

WARRANTY DEED

Schewe Farms, Inc., a Nebraska corporation, GRANTOR, whether one or more, in consideration of One Dollar and other good and valuable consideration received from **GRANTEE, County of Sarpy, Nebraska,** conveys to **GRANTEE**, the following-described real estate (as defined in Neb. Rev. Stat. 76-201).

Lot Three (3), Schewe Farms, a Subdivision, Sarpy County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seised of such real estate and that it is free from encumbrances, **except** for any easements and restrictions now of record;

(2) has legal power and lawful authority to convey the same; and

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed on this 7 day of January, 2014.

Schewe Farms, Inc.,
a Nebraska corporation

By: Margaret K. Langpaul
Margaret K. Langpaul, President

Please Return recorded document to:
Nebraska Title Company
11336 South 96th Street, Suite 120
Papillion, NE 68046

WARRANTY DEED

Schewe Farms, Inc., a Nebraska corporation, GRANTOR, whether one or more, in consideration of One Dollar and other good and valuable consideration received from **GRANTEE, County of Sarpy, Nebraska,** conveys to **GRANTEE**, the following-described real estate (as defined in Neb. Rev. Stat. 76-201).

Lot Three (3), Schewe Farms, a Subdivision, Sarpy County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seised of such real estate and that it is free from encumbrances, **except** for any easements and restrictions now of record;

(2) has legal power and lawful authority to convey the same; and

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed on this 7 day of January, 2014.

Schewe Farms, Inc.,
a Nebraska corporation

By: Margaret K. Langpaul
Margaret K. Langpaul, President

Please Return recorded document to:
Nebraska Title Company
11336 South 96th Street, Suite 120
Papillion, NE 68046

0258418

State of Missouri

§

County of Camden

The foregoing instrument was acknowledged before me this 7 day of January, 2014, by **Margaret K. Langpaul, President** of **Schewe Farms, Inc., a Nebraska corporation,** on behalf of the corporation.

Heather Snyder
Notary Public

0258418

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

HEATHER SNYDER
My Commission Expires
April 3, 2016
Camden County
Commission #12318118

SERVICE BEYOND
EXPECTATION
SINCE 1947

NEBRASKA TITLE COMPANY

March 11, 2014

County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046-2848

RE: County of Sarpy, Nebraska and Schewe Farms, Inc.
Our File Number 0258418
Our Policy Number OX-09223016

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.

Also enclosed is the following original recorded document:

1. Warranty Deed; Inst. No. 2014-01209

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

Nebraska Title Company,
11336 South 96th Street, Suite 120,
Papillion, Nebraska 68046
Phone: 402-861-9220, FAX: 402-861-9225

PRIVACY POLICY

Nebraska Title Company
11336 South 96th Street, Suite 120
Papillion, NE 68046
Phone: 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
5601 SOUTH 59TH STREET
SUITE C
LINCOLN, NE 68516
PHONE: 402-476-8818

Policy Number **OX-09223016** **File Number: 0258418**

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 protection

if 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*

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

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.

POLICY NO.: OX-09223016

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.: **0258418** Policy No.: **OX-09223016**

Address Reference: **Lot 3, Schewe Farms, Sarpy County, NE**

Amount of Insurance: **$1,150,000.00** Premium: **$2,380.00**

Date of Policy: **January 17, 2014** at **8:53 am**

1. Name of Insured:

   County of Sarpy, Nebraska

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

   Fee Simple

3. Title is vested in:

   County of Sarpy, Nebraska

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

   Lot Three (3), Schewe Farms, a Subdivision, Sarpy County, Nebraska.

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OWNER'S POLICY OF TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE B

File No.: **0258418** Policy No.: **OX-09223016**

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 2012 County and all prior years are shown as paid in full. Taxes for the first half 2013 County are not delinquent until April 1, 2014 and taxes for the second half 2013 County are not delinquent until August 1, 2014.**

   (Parcel ID Number 011591996)

4. **Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.)**

5. **Rights or claims of tenants under unrecorded leases, if any, as tenants only.**

6. **Terms and conditions contained in Sanitary and Improvement District Statement, Sarpy County, Nebraska, District No. 290, recorded March 16, 2010 as Inst. No. 2010-06461; records of Sarpy County, Nebraska.**

7. **Terms and conditions contained in Memorandum of Public Payment Lease Agreement by and between Sarpy County Leasing Corporation, a nonprofit corporation organized and existing under the laws of the State of Nebraska, and The County of Sarpy, Nebraska, a county and political subdivision duly organized and validly existing under the laws of the State of Nebraska, recorded March 24, 2010 as Inst. No. 2010-07156; records of Sarpy County, Nebraska.**

8. **Terms and conditions contained in Memorandum of Private Payment Lease Agreement by and between Sarpy County Leasing Corporation, a nonprofit corporation organized and existing under the laws of the State of Nebraska, and The County of Sarpy, Nebraska, a county and political subdivision duly organized and validly existing under the laws of the State of Nebraska, recorded March 24, 2010 as Inst. No. 2010-07157; records of Sarpy County, Nebraska.**

9. **Terms and conditions contained in Plat of Schewe Farms, recorded April 16, 2010 as Inst. No. 2010-09348; records of Sarpy County, Nebraska.**

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10. **Terms and conditions contained in Resolution No. R10-0051, recorded May 4, 2010 as Inst. No. 2010-11104; records of Sarpy County, Nebraska.**

11. **Terms and conditions contained in First Amendment to the Subdivision Agreement, recorded May 7, 2012 as Inst. No. 2012-13382; records of Sarpy County, Nebraska.**

Countersigned
Nebraska Title Company

By

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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.

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.

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.