



Schedule A

ALTA COMMITMENT

File No. GI17107-

1. Commitment Date: August 13, 2020, at 08:00 am
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
 - Proposed Insured: TBD
 - Proposed Policy Amount: TBD
 - Premium: \$150.00
 - (b) 2006 ALTA Loan Policy
 - Proposed Insured:

 - Proposed Policy Amount:
 - Premium: \$0.00
 - (c) Endorsements to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Amy A. Anderson and Emily J. Anderson, as joint tenants and not as tenants in common.
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

Parcel A:

A tract of land comprising a part of the West Half of the Southeast Quarter (W1/2SE1/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said West Half of the Southeast Quarter (W1/2SE1/4); thence Westerly along the North line of said West Half of the Southeast Quarter (W1/2SE1/4), a distance of Seven Hundred Nine and Sixty-two Hundredths (709.62) feet; thence deflecting left $107^{\circ}10'34''$ and running Southeasterly a distance of Eight Hundred Thirty-Eight and Six Tenths (838.6) feet; thence Easterly, a distance of Four Hundred Seventy-nine and Fifty-two Hundredths (479.52) feet, to a point on the East line of said West Half of the Southeast Quarter (W1/2SE1/4), thence Northerly along said East line of the West Half of the Southeast Quarter (W1/2SE1/4), a distance of Seven Hundred Eighty and Four Tenths (780.4) feet to the place of beginning; and

Parcel B:

A tract of land comprising a part of the West Half of the Southeast Quarter (W1/2SE1/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of said Southeast Quarter (SE1/4); thence Southerly along the West line of said Southeast Quarter (SE1/4), a distance of One Thousand One Hundred Forty and Twenty-two Hundredths (1,140.22) feet; thence deflecting left $122^{\circ}10'30''$ and running Northeasterly, a distance of Five Hundred Eighty-nine and Ninety-five Hundredths (589.95) feet; thence deflecting right $31^{\circ}01'$ and running Easterly, a distance of Three Hundred Thirty-six and Two Tenths (336.2) feet; thence deflecting left $104^{\circ}51'34''$ and running Northwesterly, a distance of Eight Hundred thirty-Eight and Six Tenths (838.6) feet, to the North line of the Southeast Quarter (SE1/4), thence Westerly along said North line of the Southeast Quarter (SE1/4), a distance of Six Hundred Three and Two Tenths (603.2) feet to the place of beginning.

Parcel C:

A tract of land comprising a part of Lots 2, 3 and 4, Island; together with accretion land adjacent thereto; and part of Lot 11, BURCH SUBDIVISION; all in Section 27, Township 11 North, Range 9 West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the West Quarter corner of said Section 27; thence running on an assumed bearing of $S 01^{\circ}23'04'' E$ on the West line of said Section 27 for a distance of 348.91 feet; thence $N 89^{\circ}49'59'' E$ for 432.82 feet; thence $N 01^{\circ}23'29'' W$ for 352.81 feet; thence $N 89^{\circ}17'44'' E$ for 370.09 feet thence $S 01^{\circ}20'41'' E$ for 356.28 feet; thence $N 89^{\circ}49'59'' E$ for 364.48 feet; thence $N 01^{\circ}22'45'' W$ for 360.07 feet; thence $N 89^{\circ}17'07'' E$ for 138.92 feet; thence $N 00^{\circ}51'02'' W$ for 625.06 feet; thence $N 75^{\circ}20'47'' E$ for 8.52 feet; thence $N 80^{\circ}35'25'' E$ for 143.87 feet to the actual POINT OF BEGINNING, thence $N 36^{\circ}04'31'' E$ for 378.69 feet; thence $N 67^{\circ}37'40'' E$ for 218.87 feet to a point on the West line of said Lot 11, BURCH SUBDIVISION; thence $S 01^{\circ}34'52'' E$ on the West line of said Lot 11 for 24.60 feet; thence $N 59^{\circ}52'11'' E$ for 838.52 feet to a point on the East line of said Lot 11, BURGH SUBDIVISION; thence $N 01^{\circ}17'43'' W$ on the East line of said Lot 11 for 30.34 feet to a point in the center of the North channel of the Platte River (Wood River), thence for the next six (6) courses following the center of said river, running first $N 52^{\circ}15'01'' E$ for 246.10 feet; thence $N 39^{\circ}48'30'' E$ for 899.96 feet thence $N 70^{\circ}04'31'' E$ for 72.86 feet; thence $N 89^{\circ}40'10'' E$ for 166.26 feet; thence $N 68^{\circ}30'02'' E$ for 251.88 feet; thence $N 27^{\circ}28'47'' E$ for 116.15 feet; thence $S 00^{\circ}47'08'' E$ on the East line of said Lot 2, Island for 2538.85 feet to the Southeast corner of said Lot 2, Island; thence $N 89^{\circ}46'37'' W$ on the South line of said Lot 2, Island for 1032.93 feet to the East line of FIRETHORN ESTATES SUBDIVISION; thence $N 00^{\circ}32'55'' W$ on the East line of Lot 4, said subdivision for 818.19 feet to the Northeast corner thereof; thence $S 61^{\circ}20'20'' W$ on the North line of said Lot 4 for 969.10 feet to the Northwest corner thereof; thence $N 67^{\circ}11'10'' W$ for 588.34 feet; thence $N 31^{\circ}40'02'' W$ for 86.44 feet to the POINT OF BEGINNING.

EXCEPT those portions thereof conveyed by the Deeds recorded as Document numbers 200111152 and 200111003 in the Register of Deeds Office in Hall County, Nebraska.

Schedule B-I

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Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Amy A. Anderson, and spouse, if any, and Emily J. Anderson, and spouse, if any, to TBD, conveying the subject lands for the sum of \$TBD.
6. The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.
7. This commitment is issued pursuant to the sale of said property shown on Schedule "A" herein at a public auction and the Company reserves the right to require any further documentation to effectuate the sale of said property pursuant to the terms of said public auction and further that the policy shall not be issued to the prospective purchaser of the property at the public sale until such time as all of the requirements concerning said sale have been completed and the sale transaction closed.

The application for Title Insurance does not give the name of the prospective purchaser. When the customer's name is ascertained, the records must be run for possible judgments. NOTE: Title Company reserves the right to make additional requirements.
8. Five Points Bank has a business relationship with Advantage Title Services, LLC, as defined by Neb. Rev. Stat., Sections 44-19,108 and 44-19,112 (Reissue 2010).

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Schedule B-II

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Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2018 Taxes Paid. First half 2019 taxes delinquent and accruing interest. Second half taxes due but not delinquent. 2020 Taxes Accruing. Special Assessments not yet of record. (For information only:
2019 taxes \$1,688.60; Tax ID #400208024.(Misc Tracts 27-11-9; Pt S1/2SE1/4);
NOTE: Tax Sale Certificate No. 20200080 was issued. Real Estate taxes for the year(s) 2018 have been paid in a Private Tax Sale. Reimbursement of tax amount, plus interest and costs is required.
2019 taxes \$4,749.84; Tax ID #400398702. IMisc Tracts 27-11-19; Pt Lots 2 & 3 & 4 Isl & Pt vacated)
NOTE: Tax Sale Certificate No. 20200149 was issued. Real Estate taxes for the year(s) 2018 have been paid in a Private Tax Sale. Reimbursement of tax amount, plus interest and costs is required.
4. 2018 Taxes Paid. First half 2019 Taxes paid. Second half due, but not delinquent. 2020 Taxes Accruing. Special Assessments not yet of record. (For information only: 2019 taxes \$482.70; Tax ID #400028875.) (Burch Sub Pt Lt 11).
NOTE: Tax Sale Certificate No. 20200128 was issued. Real Estate taxes for the year(s) 2018, 2019 have been paid in a Private Tax Sale. Reimbursement of tax amount, plus interest and costs is required.
5. Action pending in the District Court of Hall County, Nebraska as Case #CI 19-0000708 entitled Damon A. Anderson VS Amy B. Anderson for Dissolution of Marriage. Petition filed August 20, 2019. NOTE: This exception will automatically be deleted at policy issuance unless a judgment has been entered against judgment debtor prior to that time.

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6. Restrictive Covenants recorded October 3, 1994 as Instrument No. 94-108191, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
7. Amendment to Restrictive Covenants, Restrictions and Conditions recorded September 7, 2004, as Instrument No. 200408936, records of Hall County, Nebraska, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
8. Amendment to Restrictive Covenants, Restrictions and Conditions recorded July 5, 2007, as Instrument No. 200705653, records of Hall County, Nebraska, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
9. Terms and Conditions of the Easement to the City of Grand Island recorded March 4, 1971 in Book 21, Page 481 for an Open Storm Drainage Ditch over a portion of Lot 11, Burch Subdivision and other property.
10. Terms and Conditions of the Easement to the City of Grand Island recorded May 4, 1972 in Book 23, Page 115 for an Open Storm Drainage Ditch over a portion of Lot 11, Burch Subdivision and other property.
11. Terms and Conditions of the Public Utilities Easement to the City of Grand Island recorded October 17, 1974 in Book 27, Page 372 over a portion of Lot 11, Burch Subdivision and other property.
12. Terms and Provisions of the Drainage Easement Agreement to the City of Grand Island recorded January 25, 2000 as Instrument #200000695 over portions of Parcels A, B & C.
13. Conveyance of all Mineral Rights in the subject property to include by its terms all oil, gas, gravel, sand, and any other minerals as contained in Warranty Deed to A & L Farms, Inc., recorded October 30, 2001 as Instrument #200111002.
14. Terms and Conditions of the Easement as contained in Journal Entry filed March 10, 1999 in Hall County District Court Case #ED98-2 and recorded April 29, 1999 as Instrument #99-104412 for permanent easements over portions of Parcels A, B & C to the City of Grand Island.
15. All reservations contained in patents issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

TITLE TO MINERALS IS NOT INSURED.

16. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

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