

NOTICE OF PUBLIC AUCTION

The City of Wahoo, Nebraska, will offer for sale at a public auction on Tuesday, June 5, 2018, at 10:00 a.m. at the Council Chamber in the Wahoo City Hall, 605 N. Broadway, Wahoo, Nebraska, the following real estate and structure located thereon:

Legal Description: The South Half of Lots 1 and 2 and all of Lot 3, Block 110, County Addition to Wahoo, Saunders County, Nebraska (Property);

Street Address of Property: 11th and Pine Street, Wahoo, Nebraska;

Description of Structure Located on Property: 28'x 32' interior dimension "Astro" wood frame metal wrapped building; 13.5' ceiling height; insulated; 2 – 12'x12' metal overhead doors; 1 walk-in door; 1 – 5K Watt 240V heater; 60-amp service panel

Date of Closing: Approximately thirty (30) days after the date of auction, subject to Confirmation (see below);

Utilities: Structure is serviced by electricity; water at yard hydrant – shut off in 2009 – needs service revision for meter; natural gas – available in alley; sewer available in street;

Real Estate Taxes: Exempt for 2017; no proration of 2018 real estate taxes;

Survey: Available for inspection at the Wahoo City Hall;

Title Commitment: Available for inspection at the Wahoo City Hall;

Earnest Deposit: The successful bidder will deposit with the City of Wahoo ten percent (10%) of the amount bid at the conclusion of the public auction;

Purchase Agreement: A purchase agreement will be signed by the Mayor of the City of Wahoo and the successful bidder at the conclusion of the public auction. The form of the purchase agreement is available for inspection at the Wahoo City Hall;

Zoning of Property: The Property is currently zoned R-2. The Permitted Uses and Conditional Uses of the R-2 Zoning District are available for inspection at the Wahoo City Hall;

Nonconforming Use of Structure: The use of the Structure located upon Property by the City of Wahoo has been for the storage of equipment and other personal property of the City of Wahoo which is a nonconforming use of the Structure based upon its location in the R-2 Zoning District of the City of Wahoo. The continued nonconforming use of the Structure shall be subject to the provisions of the Wahoo Zoning Ordinance pertaining to Nonconforming Uses of Structures which are available for inspection at the Wahoo City Hall;

Viewing Inside of Structure: The Structure located upon the Property will be open and available for interior viewing/inspection on the following dates and times:

1. Tuesday, May 22, 2018, from 5:00 p.m. to 6:00 p.m.;
2. Wednesday, May 30, 2018, from 1:00 p.m. to 2:00 p.m.;
3. Tuesday, June 5, 2018, from 8:30 a.m. to 9:30 a.m.;

Confirmation: The sale of Property is contingent upon confirmation by the Mayor and Council of the City of Wahoo via the adoption of a Resolution/Ordinance after the date of the public auction and prior to the Date of Closing.

Disclaimer: Both the Structure and the lots are being sold on an "as is" basis without any warranties, expressed or implied, of any kind. It shall be each bidder's responsibility to determine the condition, age, and any other factors germane pertaining to the Structure and Property and the bidder's intended use of the same.

Additional Information: A bid packet is also available at the Wahoo City Hall, 605 N. Broadway, Wahoo, Nebraska during normal business hours; a bid packet is available online at the following website: www.wahoo.ne.us



CITY OF WAHOO
CITY HALL
605 N. BROADWAY STREET
WAHOO, NE 68066
402.443.3222
harrell@wahoo.ne.us



Section 5.08 R-2 - Residential District.**5.08.01 Intent:**

It is the intent of this District to provide low to medium density residential uses and development of residential dwellings including two-family dwellings.

5.08.02 Permitted Uses: The following shall be permitted as uses by right.

1. Single family dwellings.
2. Public and private nursery, primary and secondary education structures pursuant to Section 7.19
3. Public parks, playgrounds, buildings and grounds
4. Public uses including but not limited to fire stations, utilities and utility distribution systems pursuant to Section 7.20.
5. Places of worship such as churches, synagogues and temples
6. Two Family Dwellings with no more than two total units.
7. Townhouses with no more than two total units pursuant to Section 7.22.
8. Condominiums with no more than two total units.

5.08.03 Conditional Uses: A building or premises may be used for the following purpose in the R-2 Residential District if a conditional use permit for such use has been obtained in accordance with Article 6 of these regulations.

1. Family Child Care Home II
2. Medical clinics and Hospitals
3. Cemeteries, crematories, mausoleums and columbaria.
4. Clubs, Fraternities, Lodges, and Meeting Places of a Non-commercial Nature.
5. Bed and Breakfast establishments
6. Expansion of nonconforming uses, structures or land
7. Retirement/nursing homes, including Skilled Nursing facilities, Nursing facilities, and Intermediate Care facilities; Assisted-Living facilities; Adult Day Services; and Intermediate Care Facilities for the Mentally Retarded (ICF/MR)
8. Academies, including dance, music, gymnastics, or martial arts, not including uses defined in Adult Establishment

5.08.04 Temporary Uses: The following temporary uses shall be permitted provided a Temporary Use Permit is obtained and said temporary use is eliminated at the expiration of the permit

1. Buildings and uses incidental to construction work that shall be removed upon completion or abandonment of the construction work.
2. Temporary structure for festivals or commercial events.

5.08.05 Permitted Accessory Uses: The following accessory uses and structures shall be permitted.

1. Accessory uses and structures normally appurtenant to the permitted uses and structures in accordance with Section 4.12
2. Dish antennas/mini dishes in conformance with Section 7.11.
3. Solar panels.
4. Parking as required in Section 7.01 - 7.05
5. Landscaping and screening as required in Section 7.15
6. Fences as required in Section 7.12
7. Signs as required in Section 7.06 – 7.09
8. Home occupations in conformance with Section 7.10
9. Decks, gazebos, elevated patios either attached or detached.
10. Carports in conformance with Section 4.12
11. Family Child Care Home I

5.08.06 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Sq. Ft.)	Lot Width (feet)	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Max. Height (feet)	Max. Lot Coverage
Residential Uses	7,500	60	25	5	25 ³	35	35%
Two Family Dwelling	3,750 per unit	35 per unit	25	5	25 ³	35	35%
Townhouses and Condominiums	2,600 per unit	25 per unit	25	5 ⁴	20 ³	35	75%
Other Uses	10,000	60	25	10	30 ³	35	40%
Accessory Uses	-	-	25	5	5 ¹	20 ⁵	*2

¹ See Section 4.12.04

² Provide total area of accessory structure for single family on lots of 7,500 square feet does not exceed 864-sq. ft. and the total lot coverage of all buildings does not exceed 50%; accessory structures on tracts with square footage greater than 7,500 square feet shall not exceed the footprint of the primary structure in any case and shall not exceed 15% of lot coverage. Contiguous lots comprising such tracts, when their total is used for computation of accessory building size, shall be merged as one parcel by a filing with the Register of Deeds.

³ See Section 4.22.

⁴ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot or property line; except for Condominiums.

⁵ Maximum height for detached accessory structures shall be measured from the floor to the midpoint of a pitch roof; in no case shall the height of an accessory structure exceed the height of the primary structure.

single lot of record as of the effective date of adoption or amendment of this ordinance. This provision shall apply even though such lot fails to meet the requirements for area or width, or both that are generally applied in the district. However, the yard dimensions and other requirements not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Said lot of record must have been owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size and width at such location would have been lawful; and has remained in separate and individual ownership from adjoining lots or tracts of land continuously during the entire period in which this or a previous ordinance would have prohibited creation of such lot. Variance of area, width and yard requirements shall be obtained only through action of the board of adjustment.

Section 4.18 Nonconforming Structures.

- 4.18.01 *Authority to continue:* Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable lot size requirements and/or the applicable bulk regulations, may be continued, so long as it remains otherwise lawful, subject to the restrictions of this section.
- 4.18.02 *Enlargement, Repair, Alterations:* Any such structure described in Section 4.18.01 may be enlarged, maintained, repaired or remodeled, provided, however, that no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure, except that as to structures located on a lot that does not comply with the applicable lot size requirements, the side yard requirements shall be in conformance with this section, and unless otherwise permitted by conditional use permit unless otherwise approved or as specified in the Residential District.
- 4.18.03 *Damage or Destruction:* In the event that any structure described in Section 4.18.01 is damaged or destroyed, by any means, to the extent of more than 50 percent of its structural value, such structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located; provided that structures located on a lot that does not comply with the applicable lot size requirements in Section 4.18.01, shall not have a side yard of less than five feet. When a structure is damaged to the extent of less than 50 percent of its structural value, no repairs or restoration shall be made unless a building permit is obtained and restoration is actually begun within one year after the date of such partial destruction and is diligently pursued to completion.
- 4.18.04 *Moving:* No structure shall be moved in whole or in part for any distance whatever, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

Section 4.19 Nonconforming Uses.

- 4.19.01 *Nonconforming Uses of Land:* Where at the effective date of adoption or amendment of this ordinance, lawful use of land exists that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued so long as it remains otherwise lawful, subject to the following provisions:
1. No such non-conforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance;
 2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance.
 3. If any such nonconforming use of land ceases for any reason for a period of more than 12 months, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located.
- 4.19.02 *Nonconforming Uses of Structures:* If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this ordinance, that would not be allowed in the district under the terms of this ordinance, the lawful use may be continued so long as it remains otherwise lawful subject to the following provisions:
1. No existing structure devoted to a use not permitted by this ordinance in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to use permitted in the district in which it is located;
 2. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this ordinance but no such use shall be extended to occupy any land outside such building;

3. If no structural alterations are made, any nonconforming use of a structure or structures and premises may be changed to another nonconforming use provided that the board of adjustment either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the board of adjustment may require appropriate conditions and safeguard in accord with the provisions of this ordinance;
4. Any structure, or structure and land in combination, in any or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located and the nonconforming use may not thereafter be resumed;
5. When a nonconforming use of a structure or structure and premises in combination is discontinued or abandoned for 12 months, the structure or structure and premises in combination shall not thereafter be used except in conformance with the regulations of the district in which it is located;
6. Where nonconforming use status is applied to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming statutes of the land.

Section 4.20 Repairs and Maintenance.

- 4.20.01 On any building devoted in whole or in part to any nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs or on repair or replacement of non-bearing walls, fixtures, wiring or plumbing provided that the cubic content of the building as it existed at the time of passage of amendment of this ordinance shall not be increased.
- 4.20.02 Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 4.21 Uses under Special Permit not Nonconforming Uses. Any use for which a special permit is issued as provided in this ordinance shall not be deemed a nonconforming use, but shall without further action be deemed a conforming use in such district.

Section 4.22 Rear Yard Setbacks. In any Residential District, the Rear Yard Setback shall be the lesser of the minimum amount noted or 20% of the total lot depth.

Section 4.23 Fees. All fees for any zoning or subdivision related action shall be required prior to the issuance or investigation of any said permit request. Fees shall be adopted by the City Council by separate Resolution.



Saunders County



[Home](#)

Property Detail Sheet (R8255)

[General Information](#)

[Datasheet](#)

[News](#)

[View Images](#)

[FAQ](#)

[Searches](#)

Owner Information

- Property Identification #
- Owner Name
- Street Address
- Advanced Search

Owner Name: **CITY OF WAHOO**
 Owner Address: **Attn: MELISSA HARRELL - ADM
 605 N BROADWAY
 WAHOO, NE 68066-1607**
 Property Address: **11TH & PINE**

[Property Data](#)

Parcel Information

- Detail Sheet
- Datasheet

Legal Description: **SOUTH 1/2 OF LOTS 1-2 & ALL OF LOT 3 BLOCK 110 COUNTY ADDITION TO WAHOO**
 Property ID: **006158500**
 Exemption Codes: **City (Cities and Towns)**
 Primary Class: **9000(9000 Exempt State & Governmental)**
 Primary Use: **11(11 Exempt)**
 Zoning: **01(01 Single Family)**
 Neighborhood: **26001(26001 WOO - OT AND VARIOUS PARTS)**
 Year Built: **N/A**
 No of Buildings: **0**
 Total Living Area:

[Other](#)

- Saunders County Website
- Nebraska Taxes Online
- NE Dept of Revenue/Property Tax Division
- Tax Equalization and Review Commission
- Valuation Protest Form
- City of Ashland
- City of Wahoo
- Village of Weston
- City of Mead
- GIS Mapping

Sales History

Book	Page	Sale Date
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Values Breakdown

2017 Actual Value

Total Non-Ag Appraised: **\$0**
 Total Ag Appraised: **\$0**

Tax Information

2017 Actual Value

Consolidated Rate: **2.154208**
 Total Taxes Due: **\$0**

The tax information contained herein is the most current information available and is the amount of tax due for the assessment year indicated. To verify payment of tax, please contact the county treasurer's office.

Tax Entities

Tax District: 19 - WAHOO 39

Code	Description
100	SAUNDERS COUNTY GEN
101	COUNTY-BONDS ONLY
6130	WAHOO 39
6230	WAHOO 39 BOND K-8
6902	ESU #2
7100	TECH COLLEGE-SOUTHEAST
7300	LOWER PLATTE NORTH
8636	WAHOO CITY **
8637	WAHOO AIRPORT AUTH.
9200	AG. SOC.



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

Parcel Information	
Parcel ID	006158500
Links	Sketch1
Map Number	2949-03-2-14010-110-8500
Cadastral #	11
Current Owner	CITY OF WAHOO Attn: MELISSA HARRELL - ADM 605 N BROADWAY WAHOO, NE 68066-1607
Situs Address	11TH & PINE
Tax District	19 - WAHOO 39
Tax ID	152396
School District	WAHOO 39
Neighborhood	26001 WOO - OT AND VARIOUS PARTS
Property Class	
Legal Description	SOUTH 1/2 OF LOTS 1-2 & ALL OF LOT 3 BLOCK 110 COUNTY ADDITION TO WAHOO

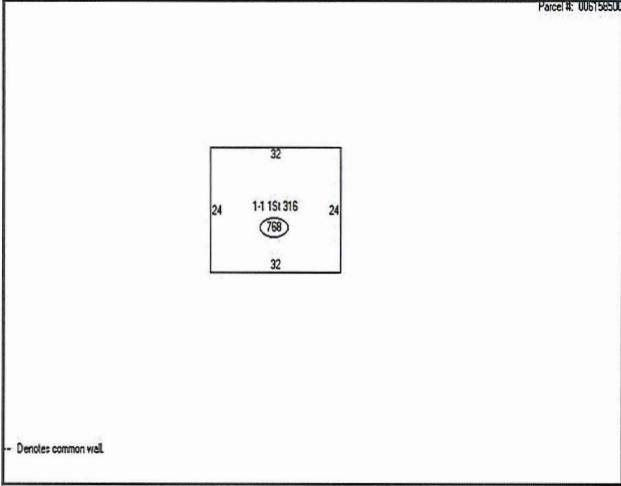
Assessed Values			
Year	Total	Land	Buildings
2017			
2016			

5 Year Sales History

Extensive sales information is available for Saunders County on a subscription basis by contacting a county staff member at (402) 443-5703 or email cgusman@co.saunders.ne.us.

Photo/Sketch

Parcel #: 006158500



-- Denotes common well

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of

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

Authorized Signatory

By President
Attest Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "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 to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA COMMITMENT

File No. C18-0092-

1. Commitment Date: April 26, 2018, at 8:00 am
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: To be determined

Proposed Policy Amount:
Premium: \$0.00
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
Premium: \$0.00
 - (c)
 - (d) Endorsements to be issued:
Closing Protection Letter \$25.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
City of Wahoo, Nebraska, a municipal corporation
5. The Land is described as follows:

The South Half of Lots 1, 2 and all of Lot 3, Block 110, County Addition to Wahoo, Nebraska, Saunders County, Nebraska.

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Title Services of Saunders County, LLC, Agent for
Old Republic National Title Insurance Company


Authorized Signatory

Schedule B-I

ALTA COMMITMENT

File No. C18-0092-

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. 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 customers name is ascertained, the records must be run for possible judgments. NOTE: Title Company reserves the right to make additional requirements.

6. Corporation Deed from City of Wahoo, Nebraska, a municipal corporation, by authorized officer(s) thereof to Buyer - To be determined, conveying the subject lands for the sum Yet to be determined.
7. The furnishing of a copy of the resolution from the City of Wahoo, Nebraska authorizing the sale of subject property.
8. 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.

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Schedule B-II

ALTA COMMITMENT

File No. C18-0092-

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. 2017 Taxes Exempt. 2018 Taxes Accruing. Special Assessments not yet of record. (For information only: Tax ID #006158500)
4. 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.

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I -Requirements; and Schedule B, Part II -Exceptions.