

# ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE CO.

#### 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 EXTRACONTRACTUAL 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, First American Title Insurance Co., a California 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 Amount of Insurance and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Lisa W Cornehl Secreta

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Co.. 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

AMERICAN LAND TITLE ASSOCIATION



#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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

#### 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 is not liable for any other amendment to this Commitment.

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#### 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

#### 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.

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#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Pike County Title Company

Issuing Office: 215 W. Church Street, Bowling Green, MO 63334

Issuing Office's ALTA® Registry ID: 1091109

Commitment No.: 2024128473 Issuing Office File No.: 2024128473

Property Address: 19280 Hwy F, Bowling Green, MO 63334

#### **SCHEDULE A**

1. Commitment Date: December 4, 2024 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/21)

Proposed Insured: TO BE DETERMINED Proposed Amount of Insurance: TBD

The estate or interest to be insured: FEE SIMPLE

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Daryl Ann Rogers

5. The Land is described as follows:

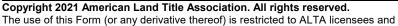
SEE EXHIBIT A ATTACHED HERETO

Pike County Title Company

By: Kenzie Hart

Title: Closing Agent

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Form 50201429 (2-6-23)



#### **SCHEDULE B, PART I - 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. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. Pursuant to §381.412 RSMo., effective August 28, 1996, real estate settlement funds must be in the form of a cashier's check, certified check, teller's check or wire transfer. If this company is preparing a HUD1 Settlement Statement in connection with this commitment, we must receive figures at least 24 hours in advance of closing.
- 7. Execute and return to this Company the Affidavit by Owner. If any problems are disclosed by said Affidavit or it is not properly executed, this Company reserves the right to make additional requirements and/or exceptions.
- 8. The spouse, if any, of the fee holder must join in conveying this property
- 9. Record an Affidavit of Death as to the death of Bowen Allen Rogers

Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

For informational purposes only, we submit the following tax information. We assume no liability for the correctness of same.

Tax locator #20-02-03-000-000-002.010 2024 Assessed Value: \$13,230.00 2024 County Tax: \$698.14 - PAID

Situs: 19280 Highway F, Bowling Green, MO 63334

#### SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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#### **SCHEDULE B**

(Continued)

The Policy will not insure against loss or damage resulting from the terms and conditions 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.
- 2. Rights or claims of parties in possession not shown by the Public Records
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. All assessments and taxes due in 2025, and thereafter. None now due or payable.
- 8. Title to and easements in that portion of the Land within Highway F or its right of way.
- 9. Right of Way to State of Missouri recorded in Book 286 Page 448, Pike County Deed Records.
- 10. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 318 Page 260-158, Pike County Deed Records.
- 11. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 319 Page 843, Pike County Deed Records.
- 12. Boundary Survey performed by Jason D. Janes, P.L.S. #2004017826-Missouri for Janes Surveying, Inc. project number 2024-009010
  - Consequences of the meandering fence lines as shown on the above survey. We do not insure any land lying between the land as deeded and the fence, whether inside or outside the deed lines.
- 13. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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File No.: 2024128473

The Land referred to herein below is situated in the County of Pike, State of Missouri and is described as follows:

ALL OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION THREE (3), TOWNSHIP FIFTY TWO (52) NORTH, RANGE TWO (2) WEST, CONTAINING EIGHTY SIX AND FIFTY TWO HUNDREDTHS (86.52) ACRES, MORE OR LESS.

#### NEW LEGAL DESCRIPTIONS TO BE DEEDED PER SURVEY:

A TRACT OF LAND LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 2 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 3; THENCE NORTH 02 DEGREES, 22 MINUTES AND 49 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1254.04 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 59 MINUTES AND 24 SECONDS EAST LEAVING SAID NORTH-SOUTH CENTERLINE AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 1339.64 FEET TO A 5/8" IRON PIN ON THE WEST RIGHT-OF-WAY OF MISSOURI ROUTE "F"; THENCE SOUTH 01 DEGREE, 44 MINUTES AND 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY 541.26 FEET TO A 5/8" IRON PIN; THENCE NORTH 88 DEGREES, 46 MINUTES AND 17 SECONDS WEST LEAVING SAID RIGHT-OF-WAY 532.74 FEET TO A 5/8" IRON PIN ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE NORTH 88 DEGREES, 59 MINUTES AND 24 SECONDS WEST ALONG SAID EAST-WEST CENTERLINE 817.53 FEET TO THE POINT OF BEGINNING, CONTAINING 30.0 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2024-009010 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING JANUARY OF 2025.

A TRACT OF LAND LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 2 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 3; THENCE NORTH 02 DEGREES, 22 MINUTES AND 49 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1254.04 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 59 MINUTES AND 24 SECONDS EAST LEAVING SAID NORTH-SOUTH CENTERLINE AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 1339.64 FEET TO A 5/8" IRON PIN ON THE WEST RIGHT-OF-WAY OF MISSOURI ROUTE "F"; THENCE SOUTH 01 DEGREE, 44 MINUTES AND 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY 541.26 FEET TO A 5/8" IRON PIN; THENCE NORTH 88 DEGREES, 46 MINUTES AND 17 SECONDS WEST LEAVING SAID RIGHT-OF-WAY 532.74 FEET TO A FOUND CORNER POST; THENCE SOUTH 02 DEGREES, 00 MINUTES AND 29 SECONDS WEST 714.60 FEET TO A 5/8" IRON PIN ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE NORTH 88 DEGREES, 59 MINUTES AND 24 SECONDS WEST ALONG SAID EAST-WEST CENTERLINE 817.53 FEET TO THE POINT OF BEGINNING, CONTAINING 30.0 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2024-009010 OF JASON D. JANES. MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING JANUARY OF 2025.

A TRACT OF LAND LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 2 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A 5/8" IRON PIN MARKING THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES, 20 MINUTES AND 58 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1322.30 FEET TO A 5/8" IRON PIN ON THE WEST RIGHT-OF-WAY OF MISSOURI ROUTE "F"; THENCE SOUTH 01 DEGREE, 44 MINUTES AND 33 SECONDS WEST LEAVING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY 597.60 FEET TO A 5/8" IRON PIN; THENCE NORTH 88 DEGREES, 59 MINUTES AND 24 SECONDS WEST LEAVING SAID RIGHT-OF-WAY AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 1328.73 FEET TO A 5/8" IRON PIN ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION; THENCE NORTH 02 DEGREES, 22 MINUTES AND 49 SECONDS EAST ALONG SAID NORTH-SOUTH CENTERLINE 589.42 FEET TO THE POINT OF BEGINNING, CONTAINING 18.1 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS

#### **EXHIBIT A**

(Continued)

AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2024-009010 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING JANUARY OF 2025.

A TRACT OF LAND LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 2 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 3; THENCE NORTH 02 DEGREES, 22 MINUTES AND 49 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1254.04 FEET TO A 5/8" IRON PIN MARKING THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES, 22 MINUTES AND 49 SECONDS EAST ALONG SAID NORTH-SOUTH CENTERLINE 325.86 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 59 MINUTES AND 24 SECONDS EAST LEAVING SAID EAST-WEST CENTERLINE AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 1336.01 FEET TO A 5/8" IRON PIN ON THE WEST RIGHT-OF-WAY OF MISSOURI ROUTE "F"; THENCE SOUTH 01 DEGREE, 44 MINUTES AND 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY 325.79 FEET TO A 5/8" IRON PIN; THENCE NORTH 88 DEGREES, 59 MINUTES AND 24 SECONDS WEST LEAVING SAID RIGHT-OF-WAY AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 1339.64 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2024-009010 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING JANUARY OF 2025.

A TRACT OF LAND LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 2 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 3; THENCE SOUTH 88 DEGREES, 59 MINUTES AND 24 SECONDS EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 817.53 FEET TO A 5/8" IRON PIN MARKING THE TRUE POINT OF BEGINNING; THENCE NORTH 02 DEGREES, 00 MINUTES AND 29 SECONDS EAST LEAVING SAID EAST-WEST CENTERLINE 714.60 FEET TO A FOUND CORNER POST: THENCE SOUTH 88 DEGREES, 46 MINUTES AND 17 SECONDS EAST 532.74 FEET TO A 5/8" IRON PIN ON THE WEST RIGHT-OF-WAY OF MISSOURI ROUTE "F": THENCE SOUTH 01 DEGREE. 44 MINUTES AND 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY 98.96 FEET TO A 5/8" IRON PIN; THENCE SOUTH 07 DEGREES, 27 MINUTES AND 11 SECONDS WEST ALONG SAID RIGHT-OF-WAY 100.50 FEET TO A 5/8" IRON PIN; THENCE SOUTH 03 DEGREES, 58 MINUTES AND 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY 100.50 FEET TO A 5/8" IRON PIN; THENCE SOUTH 01 DEGREE, 44 MINUTES AND 33 SECONDS WEST ALONG SAID RIGHT-OF-WAY 413.56 FEET TO A 5/8" IRON PIN ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE NORTH 88 DEGREES, 59 MINUTES AND 24 SECONDS WEST LEAVING SAID RIGHT-OF-WAY AND ALONG SAID EAST-WEST CENTERLINE 536.07 FEET TO THE POINT OF BEGINNING, CONTAINING 8.7 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2024-009010 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 **DURING JANUARY OF 2025.** 

## <u>Pike County Title Company - Privacy Policy</u>

## 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 to 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 that 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.

## Types 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 applications, 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 who 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.



#### **Privacy Notice**

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found <a href="https://example.com/here">here</a>.

<u>What Type Of Personal Information Do We Collect About You?</u> We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Collect Your Personal Information?</u> We collect your personal information: (1) directly from you automatically when you interact with us; and (3) from other parties, including business parties and affiliates

How Do We Use Your Personal Information? We may use your personal information in a variety of including but not limited to providing the services you have requested, fulfilling your transactions, complying relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors subsidiaries and affiliates; and (5) for legal process and protection. learn more about how disclose personal information, please visit To we https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information important to us. That is why we take all commercially reasonable steps to make sure your personal information protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long necessary in accordance with the purpose for which it was collected, our business needs, and our legal regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection storage, and disclosure of your personal information. You can learn more about your choices by visting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.



<u>International Jurisdictions</u>: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Policy</u>: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.** 

#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.