

#### **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 National Title Insurance Company, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **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; and
  - 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 is not 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 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[ 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 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.

#### 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.





#### **Transaction Identification Data for Reference Only:**

Issuing Office: Buyer(s) Side: Continental Title Company - 1337 Maple Street, Farmington, MO 63640

Closer: | Phone: (573)664-1441 | Fax: (573)664-1438

Issuing Office: Seller(s) Side: Continental Title Company - 1337 Maple Street, Farmington, MO 63640

Closer: | Phone: (573)664-1441 | Fax: (573)664-1438

CTC File No.: 25474226 Revision 1

Property Address: 615 Pendleton Road, Farmington, MO 63640

#### **SCHEDULE A**

1. Commitment Effective Date: 28th day of January, 2025 at 8:00 A.M.

2. Policy to be issued:

(a) 2021 ALTA Owner Policy Proposed Policy Amount: \$1,000.00

Proposed Insured: TBD

(b) 2021 ALTA Loan Policy Proposed Policy Amount:

Proposed Insured:

- 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:

Jason Todd Reagan aka J. Todd Reagan and Barbara E. Reagan

5. The Land is described as follows:

A TRACT OF LAND WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER, WITHIN OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND WITHIN THE WEST HALF OF SECTION 9 AND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. FRANCOIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT A STONE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 9; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 01 DEGREES 11 MINUTES 35 SECONDS EAST 1338.29 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 FROM WHICH A FOUND IRON ROD AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 BEARS NORTH 89 DEGREES 47 MINUTES 09 SECONDS EAST 1399.01 FEET; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, NORTH 89 DEGREES 47 MINUTES 09 SECONDS EAST 791.29 FEET TO A POINT ON THE CENTERLINE OF THE CREEK: THENCE LEAVING SAID SOUTH LINE AND ALONG THE CENTERLINE OF THE CREEK, NORTH 12 DEGREES 18 MINUTES 08 SECONDS WEST 102.00 FEET TO A POINT AND NORTH 21 DEGREES 42 MINUTES 59 SECONDS EAST 23.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE CENTERLINE OF THE CREEKS THE FOLLOWING COURSES AND DISTANCES: NORTH 21 DEGREES 42 MINUTES 59 SECONDS EAST 5.00 FEET TO A POINT; NORTH 09 DEGREES 10 MINUTES 45 SECONDS WEST 70.00 FEET TO A POINT; NORTH 26 DEGREES 07 MINUTES 01 SECONDS WEST 87.00 FEET TO A POINT; NORTH 11 DEGREES 37 MINUTES 29 SECONDS WEST 313.00 FEET TO A POINT; NORTH 42 DEGREES 09 MINUTES 43 SECONDS WEST 147.00 FEET TO A POINT; NORTH 52 DEGREES 47 MINUTES 34 SECONDS WEST 150.00 FEET TO A POINT; NORTH 60 DEGREES 08 MINUTES 00 SECONDS WEST 77.00 FEET TO A POINT; NORTH 72 DEGREES 34 MINUTES 58 SECONDS WEST 60.00 FEET TO A POINT; NORTH 59 DEGREES 08 MINUTES 47 SECONDS WEST 95.00 FEET TO A POINT; NORTH 55 DEGREES 06 MINUTES 38 SECONDS WEST 142.00 FEET TO A POINT; NORTH 79 DEGREES 04 MINUTES 34 SECONDS WEST 78.00 FEET TO A POINT; NORTH 29 DEGREES 19 MINUTES 40 SECONDS WEST 135.00 FEET TO A POINT; NORTH 08 DEGREES 14 MINUTES 39 SECONDS WEST 110.00 FEET TO A POINT; NORTH 33 DEGREES 10 MINUTES 45 SECONDS WEST 55.00 FEET TO A POINT; NORTH 09 DEGREES 56 MINUTES 51 SECONDS WEST 54.00 FEET TO A POINT; NORTH 31 DEGREES 05 MINUTES 47 SECONDS EAST 65.00 FEET TO A POINT: SOUTH 77 DEGREES 58 MINUTES 42 SECONDS EAST 53.00 FEET TO A POINT: SOUTH 67 DEGREES 04 MINUTES 59 SECONDS EAST 101.00 FEET TO A POINT; SOUTH 87 DEGREES 03 MINUTES 36 SECONDS EAST 120.00 FEET TO A POINT; NORTH 78 DEGREES 08 MINUTES 26 SECONDS EAST 100.00 FEET TO A POINT; NORTH 72 DEGREES 03 MINUTES 38 SECONDS EAST 226.00 FEET TO A POINT; NORTH 49 DEGREES 26 MINUTES 24 SECONDS EAST 36.00 FEET TO A POINT; NORTH 22 DEGREES 52 MINUTES 46 SECONDS EAST 50.00 FEET TO A POINT; NORTH 03 DEGREES 39 MINUTES 43 SECONDS EAST 101.50 FEET TO A POINT; AND NORTH 09 DEGREES 44 MINUTES 50 SECONDS EAST 55.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2022R-03735 OF THE ST. FRANCOIS COUNTY RECORDS, FROM WHICH A T-POST IN A ROCK PILE BEARS SOUTH 84 DEGREES 52 MINUTES 22 SECONDS EAST 20.58 FEET; THENCE LEAVING THE CENTERLINE OF THE CREEK AND ALONG THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2022R-03735, SOUTH 84 DEGREES 52 MINUTES 22 SECONDS EAST 1745.81 FEET TO A POINT IN THE CENTERLINE OF THE COUNTY ROAD FROM WHICH AN IRON ROD BEARS NORTH 84 DEGREES 52 MINUTES 22 SECONDS WEST 26.65 FEET: THENCE LEAVING SAID SOUTH LINE AND ALONG THE CENTERLINE OF THE COUNTY ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 25 DEGREES 18 MINUTES 48 SECONDS EAST 104.88 FEET TO A POINT; SOUTH 31 DEGREES 56 MINUTES 36 SECONDS EAST 102.53 FEET TO A POINT; SOUTH 35 DEGREES 36 MINUTES 46 SECONDS EAST 159.05 FEET TO A POINT; SOUTH 42 DEGREES 17 MINUTES 31 SECONDS EAST 122.04 FEET TO A POINT; SOUTH 49 DEGREES 25 MINUTES 54 SECONDS EAST 142.33 FEET TO A POINT; AND SOUTH 44 DEGREES 09 MINUTES 14 SECONDS EAST 236.78 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "AA"; THENCE LEAVING SAID CENTERLINE AND ALONG THE NORTHWESTERN AND SOUTHERN RIGHT-OF-WAY LINES OF MISSOURI STATE HIGHWAY "AA" THE FOLLOWING COURSES AND DISTANCES: SOUTH 46 DEGREES 51 MINUTES 45 SECONDS WEST 30.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 349.62 FEET AND WHOSE CHORD BEARS SOUTH 65 DEGREES 44 MINUTES 01 SECONDS EAST 268.67 FEET, AN ARC DISTANCE OF 275.76 FEET TO A POINT; SOUTH 01 DEGREES 40 MINUTES 13 SECONDS WEST 70.00 FEET TO A POINT; AND NORTH 82 DEGREES 42 MINUTES 26 SECONDS EAST 31.12 FEET TO A POINT ON THE CENTERLINE OF THE COUNTY ROAD; THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "AA" AND ALONG THE CENTERLINE OF THE COUNTY ROAD, SOUTH 25 DEGREES 05 MINUTES 25 SECONDS WEST 227.03 FEET TO A POINT AND SOUTH 20 DEGREES 05 MINUTES



25 SECONDS WEST 412.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 0F THE AFORESAID SECTION 10, NORTH 89 DEGREES 09 MINUTES 54 SECONDS WEST 100.06 FEET TO A ROCK PILE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SOUTH 89 DEGREES 35 MINUTES 26 SECONDS WEST 1403.77 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9, SOUTH 89 DEGREES 47 MINUTES 09 SECONDS WEST 120.28 FEET TO A SET IRON ROD; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 12 MINUTES 51 SECONDS WEST 44.30 FEET TO A SET IRON ROD; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 12 MINUTES 51 SECONDS WEST 10.75 FEET TO A SET IRON ROD; THENCE SOUTH 88 DEGREES 53 MINUTES 38 SECONDS WEST 214.52 FEET TO A SET IRON ROD; THENCE SOUTH 87 DEGREES 34 MINUTES 00 SECONDS WEST 188.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 81.1 ACRES, ACCORDING TO A BOUNDARY SURVEY BY FRAZIER LAND SURVEYING SERVICES, INC. MPLS #2002000247, DATED FEBRUARY 25, 2025.



Countersigned: Karen Dreisewerd **Continental Title Company** 13571 S. Mur-Len Rd Olathe, KS 66062

By: Karen Drewewerd

**Authorized Countersignature** 

FIRST NATIONAL TITLE INSURANCE COMPANY

By: J. Christopher Phillips, President/CEO

Brent Scheer, Chief Financial Officer





#### SCHEDULE B, PART I — Requirements

All of the following Requirements must be met:

- 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. Payment of Assessments, Dues and/or Liens, levied by the Homeowners Association of said Subdivision, if any.
- 6. Payment of Special Assessments and/or Taxes levied by the City of Farmington, and/or County of Saint Francois, if any.
- 7. NOTE: We must be informed if the Land has been subject to any forbearance agreement, loan modification, or other deferral of payments of any loan.
- 8. Properly executed Deed from Jason Todd Reagan aka J. Todd Reagan and Barbara E. Reagan to TBD buyers.
- 9. Properly executed Owner's Affidavit by Jason Todd Reagan aka J. Todd Reagan and Barbara E. Reagan.
  - NOTE: Grantors on all documents must show a marital status and grantors spouses must join in the execution of all documents to be recorded.
- 10. Continental Title Company has made no requirements with regard to the proposed insured. In the event a policy is requested, we reserve the right to make further requirements we may deem necessary or advisable.
- 11. Note: This Company finds no open Deeds of Trust of record; if there are any unrecorded Deeds of Trust, please notify immediately. This Company reserves the right to make additional requirements and/or exceptions upon any review of any documentation received regarding the above requirements.
- 12. Pay any unpaid Road Maintenance Assessments, if any.
- 13. Pay any unpaid Sewer assessments, if any.
- 14. Pay any unpaid Sewer lateral fees, if any.
- 15. NOTE: 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.





#### 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.

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. 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.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. 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.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. The lien of General Taxes for the year 2025, and thereafter.
- 8. Minerals, both subsurface and surface substances, including but not limited to coal, oil, gas, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities related thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
- 9. Easement granted to Union Electric Company of Missouri, as more fully set forth in the instrument recorded in Book 219 at Page 6 and Book 219 Page 52.
- 10. Terms and provisions of the Highway deeds recorded in Book 242 at Page 69 and Book 351 Page 237.
- 11. Non-exclusive 20 foot wide roadway referenced in Book 1595 Page 216 being Document No. 2006R-00634.
- 12. Rights of the public and others entitled thereto in and to the use of that portion of the premises in question within the bounds of Hwy. AA, Thomas Road, Pendleton Road and/or Roselle Road.

Any claim or adverse matter arising by virtue of:

- (a)Any past or future change in Polecat Creek and Wachita Creek which forms the Western and Northern boundary(ies) of the land.
- (b)Any dispute arising over the location of the old bed.
- (c)Any variance between the boundary line as originally conveyed and the current boundary thereof as now used



or occupied.

- (d)Rights of the upper and lower riparian owners in and to the free and obstructed flow of water of said body of water.
- 13. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the Wachita Creek and Polecat Creek extending through the land, without diminution.
- 14. Any claim or adverse matter arising by virtue of;
  - (a) All right, title or claim or any character by the United States, state local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
  - (b) Right of riparian water rights owners to use and flow of the water.
  - (c) Consequence of any action, including without limitation alluvial gains or accretions, reliction, avulsion, erosion or change in the bed thereof or boundary line of the land are hereby excepted.
- 15. Notwithstanding the reference to acreage in the description of subject property, no representation as to the actual acreage of subject property is assumed hereunder and any discrepancy between the actual acreage of subject property and the acreage of same as described, is hereby excepted.
- 16. Any loss, penalties, forfeiture or divestiture of title for failure to comply with the provisions of Missouri Executive Order 24-01.
- 17. Limitations and conditions imposed by law on the ownership of land by Foreign Adversaries, pursuant to Missouri Executive Order 24-01.
- 18. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
- 19. Unrecorded leases or liens, if any, on crops growing on the land, if any.





Commitment No.: 25474226

#### For Reference Only:

#### 24 Month Chain of Title and Tax Information:

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

Warranty Deed from Garry L. Shetley and Pamela E. Shetley, by her attorney in fact Garry L. Shetley according to POA recorded as Document No. 2009R-02970, husband and wife, to J. Todd Reagan and Barbara E. Reagan, husband and wife recorded March 30, 2009 as Document No. 2009R-03051.

Warranty Deed from Arta K. Kirk to Jason Todd Reagan and Barbara E. Reagan, husband and wife recorded September 9, 2005 as Document No. 2005R-11471 in Book 1583 at Page 1301.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: 615 Pendleton Road, Farmington, MO 63640

Tax Year: 2024

Tax ID No.: 17-20-10-00-000-0024.00 Assessed Value: \$30.00 on 3.60 +/- ac

Tax Amount: \$1.48 Paid

City Taxes: n/a

Delinquent Taxes, if any: n/a

Tax ID No.: 17-20-10-00-000-0019.01 Assessed Value: \$16,260 on 42.70 +/- ac

Tax Amount: \$797.06 Paid

City Taxes: n/a

Delinquent Taxes, if any: n/a

Tax ID No.: 17-20-10-00-000-0018.00 Assessed Value: \$270 on 30.30 +/- ac

Tax Amount: \$13.24 Paid

City Taxes: n/a

Delinquent Taxes, if any: n/a

#### **Closing Notes:**

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Continental Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds. Notice regarding closing protection letter coverage: Unless a closing protection letter is issued to the Lender, Buyer, and or Seller and the fee for the letter has been paid, their respective interests in the closing or settlement are not protected by First National Title Insurance Company as described in 381.058 RSMO.

NOTE: If there is a transfer of title, a Certificate of Value (COV) executed by the Grantee must be filed with the Deed or Instrument



transferring title if the property is located in the County of Jackson, St. Louis, St. Charles, and/or St. Louis City.	
his page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First National Title Insualid Without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule a With art II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form	urance Company. This Commitment is no B, Part I—Requirements; and Schedule E n.





### **Privacy Policy Notice**

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

