File No: 2301099

Transaction Identification Data for reference only:

Issuing Agent: Boone-Central Title Company Issuing Office: 601 E. Broadway, Ste. 102
Issuing Office's ALTA Registry ID: 1001489
Loan ID Number:

Commitment Number:

Issuing Office File Number: 2301099

Property Address: 1020 S. El Chaparral Ave. Columbia, MO 65201

Revision Number:

## COMMITMENT FOR TITLE INSURANCE

Issued by First American Title Insurance Company

### **SCHEDULE A**

- Commitment Date: March 24, 2023, 8:00 am 1.
- 2. Policy to be issued:
  - 2006 ALTA® Owner's Policy (a)

Proposed Insured: The Gathering, Inc., a Missouri nonprofit corporation

(b) 2006 ALTA® Loan Policy

Proposed Insured:, its successors and assigns as defined in Paragraph 1(e) of the

Conditions and Stipulations of the Policy

Proposed Policy Amount:

- 3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in: New Horizons United Methodist Church, Inc., a Missouri not-for-profit corporation
- 5. The land referred to in this Commitment is described as follows: LOTS ONE (1) AND TWO (2) OF EL CHAPARRAL SUBDIVISION PLAT NO. EIGHT (8) AS SHOWN BY PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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.

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# **Boone-Central Title Company**

Ву:

**Authorized Signatory** 

NOTICE: PORTIONS OF THIS COMMITMENT, ITEMS THAT ARE NOT PUBLIC RECORD AND THAT HAVE NO BEARING ON TITLE, HAVE BEEN REDACTED BY THE AUCTION COMPANY. THIS DOCUMENT IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY. A NEW TITLE COMMITMENT WILL BE ISSUED IN THE NAME OF THE SUCCESSFUL BIDDER (BUYER), AS PER THE CONTRACT.

### COMMITMENT FOR TITLE INSURANCE

Issued by
First American Title Insurance Company

# 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. If there has been any construction, improvement or repair to or on the property in the last 12 months, or if any surveying or engineering has been done for the property, within such time period, or if a portion or all of the loan proceeds will be used to pay for construction, improvements or repairs to or on the property, then mechanic's lien coverage will not be furnished (meaning that the standard mechanic's lien exception which appears in Schedule B-Section II as Item 1(d) under "Standard Exceptions" of this commitment will not be removed) unless arrangements, which are acceptable to First American Title Insurance Company and Boone-Central Title Company, are made substantially prior to closing. Such arrangements will include, among other things, satisfactory financial statements, indemnification agreements indemnifying Boone-Central Title and the Title Insurer and any owner or lender against mechanic's liens, affidavits that all persons furnishing labor, materials or services for the project have been fully paid, lien waivers from all persons who have furnished labor or materials for the project, and evidence acceptable to Boone-Central Title and the Title Insurer that lien waivers have been obtained from every person or entity who has furnished labor, materials or services for the project. Notice that mechanic's lien coverage is requested, together with the documents required to satisfy us that such mechanic's lien coverage can be safely issued by us, must be provided to us a substantial period of time prior to the closing and in the absence of such notice and the providing of such documents mechanic's lien coverage WILL NOT BE PROVIDED and the exception set forth in Schedule B-II as Item 1(d) under "Standard Exceptions" of this commitment will remain in effect.
- 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. 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.

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### COMMITMENT FOR TITLE INSURANCE

Issued by
First American Title Insurance Company

### **SCHEDULE B PART II**

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

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.
- 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 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. General taxes for the year 2023 and thereafter. Any Special Taxes are not at this date entered against said property on the books in the Clerk's Office for the County of Boone, State of Missouri. NONE NOW DUE AND PAYABLE
- 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. (Applies to commitments issued on Agents National Title Insurance Company only)
- 9. BUILDING LINE WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI, 25 FEET ALONG THE NORTH AND WEST

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part Il-Exceptions.

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LINES OF THE SUBJECT PREMISES.

- 10. UTILITY EASEMENT 16 FEET WIDE ALONG THE NORTH PROPERTY LINE(S) WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.
- 11. UTILITY EASEMENT 8 FEET WIDE ALONG THE SOUTH PROPERTY LINE(S) WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.
- 12. UTILITY EASEMENT 15 FEET BY 15 FEET WIDE ALONG THE NORTHWEST CORNER PROPERTY LINE(S) WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.
- 13. UTILITY EASEMENT AND DRAINAGE EASEMENT 20 FEET WIDE ALONG THE EAST PROPERTY LINE(S) WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.
- 14. STATE HIGHWAY DRAINAGE EASEMENT APPROXIMATELY 60 FEET BY 42 FEET BY 34.18 FEET BY 60 FEET WIDE ALONG THE NORTHEAST CORNER PROPERTY LINE(S) WHICH IS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI.
- 15. RIGHT-OF-WAY EASEMENT GRANTED TO BOONE ELECTRIC COOPERATIVE BY INSTRUMENT DATED SEPTEMBER 26, 1980 AND RECORDED IN BOOK 479, PAGE 721, RECORDS OF BOONE COUNTY, MISSOURI.
- 16. CONDITIONS REGARDING USE OF SEWAGE LAGOON OR SEWER SYSTEM AS SET FORTH IN WARRANTY DEED TO CHRISTIAN REFORMED BOARD OF HOME MISSIONS, A MICHIGAN NOT-FOR-PROFIT CORPORATION, RECORDED JULY 19, 1978 IN BOOK 454, PAGE 987, RECORDS OF BOONE COUNTY, MISSOURI.
- 17. NOTE: The following is for informational purposes only. We assume no liability for correctness of same.

2022 taxes were exempt. Taxes are due on December 31st of each year.

Parcel #: 17-510-16-01-014.00

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601 East Broadway, Suite 102 Columbia, Missouri 65201 573-442-0139 573-874-7090 FAX www.boone-central.com

# BOONE-CENTRAL TITLE COMPANY 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 Boone-Central Title 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 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 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.

# **Privacy Notice**

# Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this 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"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This 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.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Collect Your Information?</u> We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

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

<u>How Do We Share Your Information?</u> We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

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

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

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

<u>International Jurisdictions</u>: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products 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 this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

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

# **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 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know**. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

**Right to Correct**. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

**Right of Deletion**. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

<u>Notice of Sale and Share</u>. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

<u>Notice of Collection</u>. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

First American Title™	Commitment for Title Insurance
	ISSUED BY
Commitment	

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore

President

Jeffrey S. Robinson

Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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# CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <a href="http://www.alta.org/">http://www.alta.org/</a>. THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF MISSOURI.



PHONE (573) 442-0139

FAX (573) 442-6078

# **INVOICE**

File Number 2301099

To: For Sale By Owner

Seller: New Horizons United Methodist Church, Inc., a Missouri not-for-profit corporation

Buyer: The Gathering, Inc., a Missouri nonprofit corporation

**Property:** 1020 S. El Chaparral Ave. Columbia, MO 65201

**Closing Date:** 

Closer Adam Reed
Underwriter: First American
Invoice Date: 3/27/2023

**Customer Reference:** 

Description	Amount
Owner's Policy for \$94,500.00	\$384.00
Basic Owner Risk Rate \$124.00	
Owner's Title Search/Exam \$260.00	
Total	\$384.00

Residential Closing Fee: Closing Protection Letter: Recording Fee\*:

Seller \$200.00 Seller \$25.00 \$24.00 for the 1st page & \$3.00 each Buyer \$200.00 Buyer \$25.00 additional page per document

Lender Pkg Handling Fee \*Checks to be made directly to Recorder of

(purchases) \$100 Deeds

Thank you!