



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1041161-KCTY

COMMITMENT FOR TITLE INSURANCE

Issued By

First American 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 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 Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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; Schedule B, Part II-Exceptions.

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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; and
- (f) Schedule B, Part II—Exceptions.

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

Arbitration provision intentionally removed.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company
National Commercial Services**

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1041161-KCTY

SCHEDULE A

1. Effective Date: December 02, 2020, at 8:00 AM
2. Policy or Policies to be issued: POLICY AMOUNT
 - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$ 1,000.00
Proposed Insured: To Be Determined
 - b. ALTA Loan Policy of Title Insurance (6-17-06) \$ 1,000.00
Proposed Insured: To Be Determined
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:](#)
Housing Authority of Kansas City, Missouri, a municipal corporation
5. The Land is described as follows:

in the County of Jackson, State of Missouri, as described in Exhibit A attached hereto and made a part thereof.

If there are any questions concerning this Commitment, please contact:

Cathy A. Norman at cnorman@firstam.com

First American Title Insurance Company
National Commercial Services
1201 Walnut Street, Suite 700
Kansas City, MO 64106
(816)410-7911 phone

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1041161-KCTY

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. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to Housing Authority of Kansas City, Missouri, we require the following:

Furnish a proper resolution authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.
8. Release of Declaration of Trust by and between The Housing Authority of Kansas City, Missouri and United States of America, Secretary of Housing and Urban Development, recorded April 14, 1988 as Document No. K823285 in [Book 1789, Page 2257](#). (Lot 2)

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9. Release of Declaration of Trust by and between The Housing Authority of Kansas City, Missouri and United States of America, Secretary of Housing and Urban Development, recorded October 26, 1989 as Document No. K900376 in [Book 1965, Page 2123](#). (Lot 2)
10. Release of Declaration of Trust by and between The Housing Authority of Kansas City, Missouri and United States of America, Secretary of Housing and Urban Development, recorded November 5, 1991 as Document No. K996456 in [Book K2179, Page 520](#). (Lot 2)

In the event of a cancellation, there will be a minimum charge of \$550.00.

CLOSING INFORMATION NOTE: If the closing for the Land is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a cashier's check or wire transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

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.

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Schedule BI & BII (Continued)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company
National Commercial Services**

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1041161-KCTY

SCHEDULE B, PART II

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.
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 circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection 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 in the public records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2021, and thereafter.

General, state, county and city taxes and assessments for the year 2020 are shown as EXEMPT.
Parcel No. 12-840-24-01-00-0-00-000 (Lot 1)

General, state, county and city taxes and assessments for the year 2020 are shown as EXEMPT.
Parcel No. 12-840-47-01-01-0-00-000 (Lot 2)

General, state, county and city taxes and assessments for the year 2020 are shown as EXEMPT.
Parcel No. 12-840-49-01-00-0-00-000 (Lot 3)

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8. Easements, restrictions and setback lines as per plat, recorded in [Book 29, Page 53](#).
9. An Easement to Kansas City Power & Light Company recorded July 3, 1967 as Document No. B584854 in [Book B5982, Page 152](#).
10. Terms and Provisions as set forth in Redevelopment Contract, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri and Columbus Park Developers, LC, a Missouri limited liability company, recorded December 18, 2007 as Document No. [2007E0159420](#).

Amended and Restated Redevelopment Contract recorded September 10, 2015 as Document No. [2015E0081640](#).

Assignment, Assumption and Ratification Agreement by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, Columbus Park Developers, LC., Columbus Park Development Group, LLC and CP Lofts, LP recorded October 5, 2015 as Document No. [2015E0090131](#).

Amendment to Amended and Restated Redevelopment Contract recorded September 21, 2017 as Document No. [2017E0087115](#).

Assignment, Assumption and Implementation Agreement by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, Columbus Park Development Group, LLC and Columbus Park Development Group 2, LLC recorded September 21, 2017 as Document No. [2017E0087121](#).

11. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company
National Commercial Services**

Issuing Office's ALTA® Registry ID:

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LOTS 1, 2 AND 3, GUINOTTE MANOR, A SUBDIVISION IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI,
EXCEPT THAT PART PLATTED AS GUINOTTE MANOR REPLAT.

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