



**ALTA 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 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**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Comehl, Secretary

*This page is only a part of a 2021 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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## 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.
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.

**9. CLAIMS PROCEDURES**

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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: Touchstone Title & Abstract  
 Issuing Office: 1 McBride and Son Center Drive Suite 144, Chesterfield, MO 63005  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 250469  
 Issuing Office File No.: 250469  
 Property Address: I-70 / State Road Z, Kingdom City, MO 65262  
 Revision No.: 1

**SCHEDULE A**

1. Commitment Date: April 1, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA OWNERS POLICY (07/01/2021)  
 Proposed Insured: TO BE DETERMINED  
 Proposed Amount of Insurance:  
 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: Daniel Zerr and Stephanie Zerr, husband and wife.
5. The Land is described as follows:

**TRACT 1:**

A tract of land being part of the West Half of the West Half of Section 16, and part of the East Half of Section 17, Township 48 North, Range 8 West of the fifth principal meridian, Callaway County, Missouri being more particularly described as follows: Commencing at an iron pipe marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 16; thence North 01 degrees 35 minutes 08 seconds East, a distance of 1810.86 feet to the Northerly right-of-way of Route Z, being 0.90 feet South 01 degrees 11 minutes 57 seconds West of an iron rod and the POINT OF BEGINNING; thence along said right-of-way South 67 degrees 34 minutes 11 seconds West, a distance of 38.18 feet to an iron rod; thence North 05 degrees 30 minutes 18 seconds West, a distance of 145.31 feet to an iron rod; thence North 51 degrees 39 minutes 29 seconds West, a distance of 140.11 feet to an iron rod; thence North 85 degrees 44 minutes 35 seconds West, a distance of 532.61 feet to an iron rod; thence North 86 degrees 18 minutes 02 seconds West, a distance of 389.16 feet to an iron rod; thence South 79 degrees 48 minutes 43 seconds West, a distance of 552.69 feet to an iron rod; thence North 08 degrees 47 minutes 14 seconds West, a distance of 95.98 feet to an iron rod; thence South 59 degrees 29 minutes 44 seconds West, a distance of 172.16 feet to an iron rod; thence South 24 degrees 46 minutes 12 seconds West, a distance of 460.61 feet to an iron rod; thence South 60 degrees 13 minutes 41 seconds West, a distance of 728.16 feet to an iron rod; thence North 14 degrees 41 minutes 05 seconds West, a distance of 94.98 feet to an iron rod; thence North 16 degrees 07 minutes 43 seconds East, a distance of 329.31 feet to an iron rod; thence North 13 degrees 20 minutes 23 seconds East, a distance of 227.39 feet to an iron rod; thence North 11 degrees 20 minutes 01 seconds East, a distance of 464.16 feet to an iron rod; thence North 09 degrees 36 minutes 32 seconds East, a distance of 196.69 feet to an iron rod; thence North 03 degrees 48 minutes 47 seconds East, a distance of 176.26 feet to an iron rod; thence North 10 degrees 15 minutes 38 seconds East, a distance of 60.12 feet to an iron rod; thence North 55 degrees 35 minutes 39 seconds East, a distance of 30.23 feet to an iron rod; thence North 04 degrees 16 minutes 33 seconds East, a distance of

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**SCHEDULE A**  
(Continued)

Commitment No.: 250469  
File No.: 250469

426.34 feet to an iron rod; thence North 18 degrees 26 minutes 50 seconds East, a distance of 588.47 feet to an iron rod on the Southerly right-of-way of U.S. Highway 70; thence along said right-of-way, along the arc of a curve to the right, having a radius of 5634.14 feet, for a length of 2154.46 feet (chord = S89°33'18"E - 2141.35') to an iron rod; thence South 01 degrees 11 minutes 57 seconds West, a distance of 1909.32 feet to the POINT OF BEGINNING, containing 102.6 acres.

**TRACT 2:**

A tract of land being part of Section 17, Township 48 North, Range 8 West of the fifth principal meridian, Callaway County, Missouri being more particularly described as follows: Commencing at an iron pipe marking the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17; thence along the West line of said Southwest Quarter, North 00 degrees 43 minutes 51 seconds East, a distance of 120.16 feet to the centerline of Auxvasse Creek; thence along said centerline, North 81 degrees 39 minutes 44 seconds East, a distance of 383.69 feet to the old centerline of Auxvasse Creek; thence along said old centerline, North 82 degrees 39 minutes 40 seconds East, a distance of 482.24 feet to a point being 90.00 feet North 12 degrees 29 minutes 31 seconds West of an iron rod; thence South 12 degrees 29 minutes 31 seconds East of an iron rod and the POINT OF BEGINNING; thence along said centerline the following eleven courses, North 32 degrees 41 minutes 45 seconds East, a distance of 153.42 feet; thence North 38 degrees 22 minutes 05 seconds West, a distance of 51.63 feet; thence North 55 degrees 43 minutes 23 seconds East, a distance of 255.14 feet; thence North 64 degrees 40 minutes 04 seconds East, a distance of 152.42 feet; thence North 72 degrees 41 minutes 40 seconds East, a distance of 86.29 feet; thence North 81 degrees 40 minutes 45 seconds East, a distance of 232.58 feet; thence North 61 degrees 00 minutes 12 seconds East, a distance of 128.67 feet; thence North 33 degrees 57 minutes 29 seconds West, a distance of 69.17 feet; thence North 67 degrees 58 minutes 14 seconds East, a distance of 133.01 feet; thence South 50 degrees 46 minutes 42 seconds East, a distance of 31.63 feet; thence North 13 degrees 49 minutes 50 seconds East, a distance of 136.52 feet to an iron rod; thence North 59 degrees 11 minutes 46 seconds East, a distance of 192.64 feet to an iron rod; thence North 20 degrees 38 minutes 53 seconds East, a distance of 520.27 feet to an iron rod; thence North 89 degrees 16 minutes 11 seconds East, a distance of 336.14 feet to an iron rod; thence North 53 degrees 13 minutes 39 seconds East, a distance of 192.82 feet to an iron rod; thence North 64 degrees 33 minutes 09 seconds East, a distance of 239.79 feet to an iron rod; thence South 85 degrees 48 minutes 09 seconds East, a distance of 113.18 feet to an iron rod; thence North 73 degrees 46 minutes 38 seconds East, a distance of 139.69 feet to an iron rod; thence North 66 degrees 14 minutes 09 seconds East, a distance of 142.62 feet to an iron rod; thence North 45 degrees 05 minutes 09 seconds East, a distance of 215.69 feet to an iron rod; thence North 68 degrees 46 minutes 37 seconds East, a distance of 66.59 feet to an iron rod; thence South 87 degrees 39 minutes 58 seconds East, a distance of 713.14 feet to an iron rod; thence South 30 degrees 57 minutes 28 seconds East, a distance of 55.88 feet to an iron rod; thence South 03 degrees 48 minutes 47 seconds West, a distance of 176.26 feet to an iron rod; thence South 09 degrees 36 minutes 32 seconds West, a distance of 196.69 feet to an iron rod; thence South 11 degrees 20 minutes 01 seconds West, a distance of 464.16 feet to an iron rod; thence South 13 degrees 20 minutes 23 seconds West, a distance of 227.39 feet to an iron rod; thence South 16 degrees 07 minutes 43 seconds West, a distance of 329.31 feet to an iron rod; thence South 14 degrees 41 minutes 05 seconds East, a distance of 94.98 feet to an iron rod; thence South 53 degrees 22 minutes 47 seconds West, a distance of 1330.43 feet to a point at the centerline of Auxvasse Creek being 108.24 feet South 53 degrees 22 minutes 47 seconds West of an iron rod; thence along said centerline the following seven courses, North 24 degrees 42 minutes 34 seconds West, a distance of 157.68 feet; thence North 36 degrees 18 minutes 46 seconds West, a distance of 180.89 feet; thence North 55 degrees 24 minutes 25 seconds West, a distance of 184.53 feet; thence North 68 degrees 40 minutes 40 seconds West, a distance of 402.41 feet; thence South 80 degrees 33 minutes 25 seconds West, a distance of 469.79 feet; thence South 74 degrees 52 minutes 11 seconds West, a distance of 182.42 feet; thence South 60 degrees 22 minutes 47 seconds West, a distance of 64.11 feet to a point being 112.30 feet South 89 degrees 36 minutes 53 seconds East of an iron rod; thence North 89 degrees 36 minutes 53 seconds West, a distance of 605.46 feet to an iron

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**SCHEDULE A**  
(Continued)

Commitment No.: 250469  
File No.: 250469

rod; thence North 12 degrees 29 minutes 31 seconds West, a distance of 147.79 feet to the POINT OF BEGINNING, containing 93.5 acres.

**TRACT 3:**

A tract of land being part of Section 17, Township 48 North, Range 8 West of the fifth principal meridian, Callaway County, Missouri being more particularly described as follows: Commencing at an iron pipe marking the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17; thence along the West line of said Southwest Quarter, North 00 degrees 43 minutes 51 seconds East, a distance of 120.16 feet to the centerline of Auxvasse Creek; thence along said centerline, North 81 degrees 39 minutes 44 seconds East, a distance of 383.69 feet to the old centerline of Auxvasse Creek; thence along said old centerline, North 82 degrees 39 minutes 40 seconds East, a distance of 482.24 feet to a point being 90.00 feet North 12 degrees 29 minutes 31 seconds West of an iron rod and being the POINT OF BEGINNING; thence continuing along said old centerline the following six courses, North 82 degrees 39 minutes 40 seconds East, a distance of 392.73 feet; thence North 65 degrees 09 minutes 40 seconds East, a distance of 199.99 feet; thence North 27 degrees 09 minutes 40 seconds East, a distance of 60.00 feet; thence North 15 degrees 50 minutes 20 seconds West, a distance of 145.00 feet; thence North 30 degrees 50 minutes 20 seconds West, a distance of 344.99 feet; thence North 68 degrees 50 minutes 20 seconds West, a distance of 70.00 feet; thence leaving said old centerline, North 17 degrees 50 minutes 20 seconds West, a distance of 429.78 feet to a point on the Southern right-of-way of U.S. Highway 70 being 80.00 feet North 78 degrees 07 minutes 33 seconds East of an iron rod; thence along said right-of-way the following two courses, North 77 degrees 59 minutes 15 seconds East, a distance of 3567.44 feet to a right-of-way marker; thence along the arc of a curve to the right, having a radius of 5634.14 feet, for a length of 147.77 feet (chord = N78°44'20"E – 147.76') to an iron rod; thence leaving said right-of-way, South 18 degrees 26 minutes 50 seconds West, a distance of 588.47 feet to an iron rod; thence South 04 degrees 16 minutes 33 seconds West, a distance of 426.34 feet to an iron rod; thence South 55 degrees 35 minutes 39 seconds West, a distance of 30.23 feet to an iron rod; thence South 10 degrees 15 minutes 38 seconds West, a distance of 60.12 feet to an iron rod; thence North 30 degrees 57 minutes 28 seconds West, a distance of 55.88 feet to an iron rod; thence North 87 degrees 39 minutes 58 seconds West, a distance of 713.14 feet to an iron rod; thence South 68 degrees 46 minutes 37 seconds West, a distance of 66.59 feet to an iron rod; thence South 45 degrees 05 minutes 09 seconds West, a distance of 215.69 feet to an iron rod; thence South 66 degrees 14 minutes 09 seconds West, a distance of 142.62 feet to an iron rod; thence South 73 degrees 46 minutes 38 seconds West, a distance of 139.69 feet to an iron rod; thence North 85 degrees 48 minutes 09 seconds West, a distance of 113.18 feet to an iron rod; thence South 64 degrees 33 minutes 09 seconds West, a distance of 239.79 feet to an iron rod; thence South 53 degrees 13 minutes 39 seconds West, a distance of 192.82 feet to an iron rod; thence South 89 degrees 16 minutes 11 seconds West, a distance of 336.14 feet to an iron rod; thence South 20 degrees 38 minutes 53 seconds West, a distance of 520.27 feet to an iron rod; thence South 59 degrees 11 minutes 46 seconds West, a distance of 192.64 feet to an iron rod at the centerline of a drainage ditch; thence along said centerline the following eleven courses, South 13 degrees 49 minutes 50 seconds West, a distance of 136.52 feet; thence North 50 degrees 46 minutes 42 seconds West, a distance of 31.63 feet; thence South 67 degrees 58 minutes 14 seconds West, a distance of 133.01 feet; thence South 33 degrees 57 minutes 29 seconds East, a distance of 69.17 feet; thence South 61 degrees 00 minutes 12 seconds West, a distance of 128.67 feet; thence South 81 degrees 40 minutes 45 seconds West, a distance of 232.58 feet; thence South 72 degrees 41 minutes 40 seconds West, a distance of 86.29 feet; thence South 64 degrees 40 minutes 04 seconds West, a distance of 152.42 feet; thence South 55 degrees 43 minutes 23 seconds West, a distance of 255.14 feet; thence South 38 degrees 22 minutes 05 seconds East, a distance of 51.63 feet; thence South 32 degrees 41 minutes 45 seconds West, a distance of 153.42 feet to a point being 25.00 feet South 12 degrees 29 minutes 31 seconds East of an iron rod; thence North 12 degrees 29 minutes 31 seconds West, a distance of 969.51 feet to the POINT OF BEGINNING, containing 92.3 acres.

**40' EASEMENT FOR UTILITIES, INGRESS & EGRESS:**

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**SCHEDULE A**  
(Continued)

Commitment No.: 250469  
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A 40 feet wide tract of land being part of the East Half of the Southeast Quarter of Section 17 and part of the Southwest Quarter of the Southwest Quarter of Section 16, all in Township 48 North, Range 8 West of the fifth principal meridian, Callaway County, Missouri, the centerline of which is more particularly described as follows: Commencing at an iron pipe marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 16; thence North 01 degrees 35 minutes 08 seconds East, a distance of 1810.86 feet to the Northerly right-of-way of Route Z, being 0.90 feet South 01 degrees 11 minutes 57 seconds West of an iron rod; thence along said right-of-way the following three courses, South 67 degrees 34 minutes 11 seconds West, a distance of 220.55 feet to an iron rod; thence along the arc of a curve to the left, having a radius of 1939.32 feet, for a length of 511.10 feet (chord = S60°01'11"W - 509.62') to a right-of-way marker; thence South 52 degrees 29 minutes 15 seconds West, a distance of 738.63 feet to an iron rod and the POINT OF BEGINNING; thence leaving said right-of-way, North 39 degrees 38 minutes 10 seconds West, a distance of 19.52 feet to an iron rod; thence along the arc of a curve to the left, having a radius of 65.00 feet, for a length of 77.03 feet (chord = N73°35'01W - 72.60') to an iron rod; thence South 72 degrees 28 minutes 08 seconds West, a distance of 26.77 feet to an iron rod; thence along the arc of a curve to the right, having a radius of 250.00 feet, for a length of 126.95 feet (chord = S87°00'57"W - 125.59') to an iron rod; thence North 78 degrees 26 minutes 14 seconds West, a distance of 463.25 feet to an iron rod; thence along the arc of a curve to the right, having a radius of 250.00 feet, for a length of 193.33 feet (chord = N56°16'58"W - 188.55') to an iron rod; thence North 34 degrees 07 minutes 43 seconds West, a distance of 146.78 feet; thence North 89 degrees 16 minutes 22 seconds West, a distance of 80.00 feet; thence South 70 degrees 17 minutes 34 seconds West, a distance of 149.24 feet; thence South 61 degrees 34 minutes 46 seconds West, a distance of 246.37 feet; thence North 31 degrees 12 minutes 23 seconds West, a distance of 31.23 feet to an iron rod; thence North 14 degrees 41 minutes 05 seconds West, a distance of 94.98 feet to an iron rod; thence North 16 degrees 07 minutes 43 seconds East, a distance of 329.31 feet to an iron rod; thence North 13 degrees 20 minutes 23 seconds East, a distance of 227.39 feet to an iron rod; thence North 11 degrees 20 minutes 01 seconds East, a distance of 464.16 feet to an iron rod; thence North 09 degrees 36 minutes 32 seconds East, a distance of 196.69 feet to an iron rod; thence North 03 degrees 48 minutes 47 seconds East, a distance of 176.26 feet to an iron rod; thence North 30 degrees 57 minutes 28 seconds West, a distance of 55.88 feet to an iron rod; thence North 87 degrees 39 minutes 58 seconds West, a distance of 713.14 feet to an iron rod; thence South 68 degrees 46 minutes 37 seconds West, a distance of 66.59 feet to an iron rod; thence South 45 degrees 05 minutes 09 seconds West, a distance of 215.69 feet to an iron rod; thence South 66 degrees 14 minutes 09 seconds West, a distance of 142.62 feet to an iron rod; thence South 73 degrees 46 minutes 38 seconds West, a distance of 139.69 feet to an iron rod; thence North 85 degrees 48 minutes 09 seconds West, a distance of 113.18 feet to an iron rod and the POINT OF ENDING.

**First American Title Insurance Company**

By: Kathren Finch  
**Touchstone Title & Abstract**

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**SCHEDULE B, PART I - Requirements**

Commitment No.: 250469  
File No.: 250469

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed to be executed by Daniel Zerr and Stephanie Zerr, husband and wife, as grantor to TO BE DETERMINED, as grantee.
6. Satisfaction and Release of:

A Deed of Trust to secure an original indebtedness of \$1,050,900.00 recorded May 16, 2024 in Book 513 page 186 of Official Records.

Dated: May 16, 2024

Trustor/Mortgagor: Daniel Zerr and Stephanie Zerr, husband and wife

Trustee/Mortgagee: Jeff Houts, as trustee for FCS Financial FLCA

NOTE: This Deed of Trust states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction, then proper steps should be taken to ensure that a Full Satisfaction or Full Release is recorded in the public records.

7. Provide this Company with a properly executed and completed Owner's Affidavit.
8. If there has been construction, improvements or repairs to or on the property in the past 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.
9. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.
10. NOTE: In addition to the above, the following information must be furnished this Company.
  - (1) Proof of payment of unpaid assessments or charges for sewer services, if any.
  - (2) Proof of payment of unpaid assessments by trustees of said subdivision, if any.
  - (3) Proof of payment of unpaid General or Special Taxes by any taxing authority, if any.
  - (4) Proof of payment of delinquent real estate taxes, if any.

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you

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**SCHEDULE B**  
(Continued)

Commitment No.: 250469  
File No.: 250469

with notice of matters which are not covered under the terms of the title insurance policy and should be read carefully.

If there is a transfer of title, a Certificate of Value executed by the Grantee(s) must be submitted with all deeds and instruments transferring title.

**CLOSING INFORMATION NOTE:** If the closing for the subject property is to be conducted by this 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 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.

11. **NOTE:** If any requirements shown on Schedule B-Section 1 of this Commitment are not complied with, then the requirements 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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**SCHEDULE B**  
(Continued)

Commitment No.: 250469  
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**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. 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. The lien of the General Taxes for the year 2025 and thereafter.
8. NOTE: For informational purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

Based upon 2024 figures

Tax I.D. No.: 09-05.0-16.0-00-000-005.000 (74,67 acres)

Assessed Value: \$2,140.00

2024 Tax Amount: \$136.44

2024 Real Estate Taxes and prior years are paid.

Based upon 2024 figures

Tax I.D. No.: 09-04.0-17.0-00-000-004.003 (248.35 acres)

Assessed Value: \$7,570.00

2024 Tax Amount: \$482.68

2024 Real Estate Taxes and prior years are paid.

9. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, sewer maintenance charges, roadway maintenance assessments, neighborhood improvement district charges and/or public water supply district charges and assessments, if any.
10. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.

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**SCHEDULE B**  
(Continued)

Commitment No.: 250469  
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11. Right of way permit to Missouri Central Construction Company, as shown by instrument recorded in Book 96 at page 33, and Claim of Lien on said Right-of-way, as shown by instrument recorded in Deed of Trust Book 76 at page 179, Records of Callaway County, Missouri.
12. Easement for Waterline, as shown by instrument recorded in Book 288 at p:39e 999, Records of Callaway County, Missouri.
13. Easement granted to Callaway 2 Water District of Callaway County, Missouri, as shown by instrument recorded in Book 335 at page 374, Records of Callaway County, Missouri.
14. Easement to Central Electric Power Cooperative, as shown by instrument recorded in Book 253 at page 833, Records of Callaway County, Missouri.
15. Easements to American Telephone and Telegraph Company as shown by instruments recorded in Book 150 at page 441 and in Book 271 at page 80, Records of Callaway County, Missouri.
16. Easement to Callaway Electric Cooperative as recorded in Book 381 at page 764, Records of Callaway County, Missouri.
17. Easement to Southwestern Bell Telephone Company as shown by instrument recorded in Miscellaneous Book 219 at page 664, Records of Callaway County, Missouri.
18. Easement to Central Electric Power Cooperative as shown by instrument recorded in Miscellaneous Book 249 at page 695, Records of Callaway County, Missouri.
19. Easement granted to the Public Water Supply District No. 2, as shown by instrument recorded in Book 323 at page 383, Records of Callaway County, Missouri.
20. Easement to Kinloch Long Distance Telephone Company of Missouri as recorded in Book 52 at page 304, Records of Callaway County, Missouri.
21. That part conveyed to the State of Missouri for highway purposes.
22. Easement for Utilities, Ingress & Egress, as shown on the Surveys recorded in Survey Book 7 at pages 579 and 607 and Book 513 page 185, Records of Callaway County, Missouri.
23. Consequences of one or more boundaries of the Land referring to a river, creek, stream or any other water boundary, including, but not limited to: Decrease in area, if any, of the Land by erosion and/or the consequences of any past or future change in the location of any river, creek, or channel which affects the Land
24. Any reference to acreage content of the premises in question is shown as it appears of record (or on survey) and is shown for informational purposes only. No representation as to the accuracy thereof is assured hereunder.
25. Easement for utilities, ingress and egress, 40 feet wide, as shown on Survey executed by Schaefer Surveying, LLC on April 7, 2025.
26. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.

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