

# Schedule A

**ALTA COMMITMENT** 

## Transaction Identification Data for reference only:

Issuing Agent: American Title & Abstract Company

63501

Issuing Office's ALTA® Registry ID: 1162769

Loan ID Number: **Revision Number:** 

Commitment Date: 08/05/2022 at 8:00 AM

Policy to be issued:

(a) ALTA Homeowner's Policy Proposed Insured: Proposed Policy Amount: \$

(b) ALTA Loan Policy Proposed Insured:

Proposed Policy Amount: \$

Issuing Office: 111 East Harrison Street, Ste. 1, Kirksville, MO

Issuing Office File Number: 0822-08 Commitment Number: 0822-08

Property Address: Highway P, Milan, MO 63556

- The estate or interest in the Land described or referred to in this Commitment is fee simple.
- The Title is, at the Commitment Date, vested in: Tremont Farms, LLC, a Florida Limited Liability Company
- 5. The Land is described as follows: See legal description in Exhibit "A" attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.



## Schedule B-II

ALTA COMMITMENT

#### **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:

 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.

#### **Standard Exceptions**

- (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) 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.
  - (e) General taxes for the year 2022 and thereafter.

#### **Special Exceptions**

- 3. 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.
- 4. Changes in the land due to accretion, avulsion, reliction or meandering of the West Yellow Creek. Rights of the United States, State of Missouri and the public in and to the navigable servitudes of the creek. Land lying below the normal high water mark of the creek. Title to accreted land is not insured.
- 5. Riparian rights are neither guaranteed nor insured. Rights of the upper and lower riparian owners to the free and unobstructed flow of water. Any Riparian Rights, and any claims or rights of third parties under State or Federal Law, in, or for access to the bank bed, or waters of the Body of water abutting the real estate described herein, and Riparian Rights incident to the said property described herein. Any loss or gain in area or content, or change of boundaries because of application of the rules of avulsion, reliction, and natural accretion, or by reason of movement of the thread of the stream as it is located at the date hereof. The effect of any State or Federal Law or local ordinance pursuant to which a particular parcel of tract of land described herein is or could be designated as a wetland.

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- 6. Rights of the Public and others entitled hereto in and to that portion of the subject property embraced within the right of way of Pelican Road. Right of others to use that portion of the Land which lies within the right of way of public roads.
- 7. Warranty Deed from Larry Baker, a single person to Tremont Farms, LLC, a Florida Limited Liability Company, dated March 16, 2012 and filed for record March 16, 2012, in Book 56 at Page 264, Sullivan County Records.
- 8. Right-of-Way Easement, dated February 24, 1995 and filed for record March 30, 1995, in Book 602 Page 014, to Public Water Supply District No. 1 of Sullivan County, Missouri.
- 9. Right of Way Easement, filed January 9, 1951, in Book 136 Page 368, to the State of Missouri, Sullivan County, Missouri.
- 10. \*\*2021 Real Estate Tax ID# 12-00-00254.00 were paid in the amount of \$74.84\*\*\*\*\*\*
- 11. \*\*2021 Real Estate Tax ID# 12-00-00254.02 were paid in the amount of \$39.20\*\*\*\*\*\*
- 12. \*\*2021 Real Estate Tax ID# 12-00-00242.01 were paid in the amount of \$325.89\*\*\*\*\*\*
- 13. \*\*2021 Real Estate Tax ID# 12-00-00242.02 were paid in the amount of \$6.61\*\*\*\*\*\*
- 14. \*\*2021 Real Estate Tax ID# 12-00-00243.00 were paid in the amount of \$145.75\*\*\*\*\*\*
- 15. \*\*2021 Real Estate Tax ID# 12-00-00228.00were paid in the amount of \$31.51\*\*\*\*\*\*
- 16. \*\*2021 Real Estate Tax ID# 12-00-00231.00 were paid in the amount of \$360.14\*\*\*\*\*\*
- 17. \*\*2021 Real Estate Tax ID# 12-00-00230.00 were paid in the amount of \$298.14\*\*\*\*\*\*

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# Exhibit A ALTA COMMITMENT

## **Property Description**

The Northeast Quarter of the Southeast Quarter of Section 10; East Half of the Southeast Quarter of Section 15; the Northwest Quarter of Section 11, the Southwest Quarter of Section 11, the North Half of the Southwest Quarter of Section 11; the South Half of the Northwest Quarter of Section 14, the North Half of the Southwest Quarter of Section 14, all that part of the following described tract lying West of West Yellow Creek, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 14; and the Southeast Quarter of the Southwest Quarter in Section 11, all in Township 62, Range 19.

All of the Southwest Quarter of the Southwest Quarter of Section 11, and the Northwest Quarter of the Northwest Quarter of Section 14, Township 62, Range 19 West of the Fifth Principal Meridian in Sullivan County, Missouri, Except the following described tract:

Commencing at a 12" by 8" x 7" stone found at a fence corner, at the Southwest Corner, of said Section 14; thence N 00°09'35"E, along the West line of said Section 14, a distance of 4324.31 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner, at the POINT OF BEGINNING; thence continuing N 00°09'35"E, a distance of 953.56 feet to the Southwest Corner, of said Section 11; thence N 00°15'07"W, along the West line, of said Section 11, a distance of 1307,04 feet to the South Sixteenth Corner, of the Southwest Quarter, of said Section 11, said point being 35,78 feet N 00°15'07"W, from a 1/2" x 18" bar & plastic cap ( PLS 2005000080) set at a fence corner; thence S 88°52'18"E, along the East-West quarter section line, of the Southwest Quarter, of said Section 11, a distance of 271.69 feet; thence S 00°15'07"E, parallel with the West line, of said Section 11, a distance of 40.01 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 19°19'29"W, along a fence, a distance of 12.14 feet; thence along a fence, along a curve to the right with an arc length of 30.25 feet, a radius of 23.64 feet, a chord bearing of S 55°59'02"W, and a chord length of 28.23 feet; thence N 87°21'26"W, along a fence, a distance of 54.12 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 16°48'01"W, along a fence, a distance of 228.54 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 13°54'56"E, along a fence, a distance of 584.60 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence along a fence, along a curve to the left with an arc length of 54.55 feet, a radius of 200.79 feet, a chord bearing of S 25°38'02"E, and a chord length of 54.38 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 36°45'59"E, along a fence, a distance of 291.93 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 58°37'52"E, along a fence, a distance of 161.72 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 37°04'08"E, along a fence, a distance of 995.96 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence S 43°33'26"W, along a fence, a distance of 389.13 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) set at a fence corner; thence N 87°34'06"W, along a fence, a distance of 931.15 feet to a 1/2" x 18" bar & plastic cap (PLS 2005000080) to the POINT OF BEGINNING.

The above described tract of land is in accordance with a survey signed by Richard T. Hattesohl on February 4, 2012, and contains 1300149.81 square feet, or 29.847 acres more or less and is subject to any recorded and un-recorded rights-of-way and easements