

ISSUED BY

First American Title Insurance Company

Commitment

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

Jeffrey S. Robinson, Secretary

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

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COMMITMENT CONDITIONS

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.
- "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.
- "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.
- "Title": The estate or interest described in Schedule A.
- 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.
- 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
 - Schedule B, Part II—Exceptions.

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.

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.
- 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.
- 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.

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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ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Monroe County Abstract

Issuing Office: 229 N. Main Street Paris, MO 65275

ALTA ® Universal ID:

Commitment No.: 23-2029

Loan ID No.:

Property Address: Highway 154, Stoutsville, MO 65283

Issuing Office File No.: 23-2029 Hayhurst

Revision No.:

SCHEDULE A

1. Commitment Date: January 23, 2023 at 8:00AM

2. Policy to be issued:

(a) ALTA® Owner's Policy (06-17-06)

Proposed Insured: Hayhurst Properties LLC

Proposed Policy Amount: \$500.00

(b) ALTA® Loan Policy (06-16-06)

Proposed Insured: To Be Determined

Proposed Policy Amount: \$

(c) ALTA®

Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Hayhurst Properties LLC

5. The Land is described as follows:

TRACT 1A:

A tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod and the POINT OF BEGINNING; thence South 00 degrees 20 minutes 17 seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 90.00 feet to an iron rod; thence North

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89 degrees 52 minutes 56 seconds West, a distance of 586.50 feet to an iron rod; thence North 00 degrees 16 minutes 32 seconds East, a distance of 634.65 feet to a point on the North line of said Southwest Quarter being 1.39 feet North 49 degrees 23 minutes 34 seconds West of an iron rod; thence North 89 degrees 52 minutes 15 seconds East, a distance of 480.34 feet to the POINT OF BEGINNING containing 7.2 acres. ALONG WITH AND SUBJECT TO a 50 feet wide tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri with the centerline being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod and the POINT OF BEGINNING; thence South 00 degrees 20 minutes 17 seconds West, a distance of 300.00 feet to an iron rod; thence South 05 degrees 34 minutes 17 seconds West, a distance of 327.65 feet to an iron rod on the Northern right-of-way of State Route 154 and the POINT OF ENDING.

TRACT 1B:

A tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri being more particularly described as follows: Beginning at an aluminum monument marking the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 13. thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 56 seconds East, a distance of 402.30 feet to an iron rod; thence South 02 degrees 58 minutes 05 seconds West, a distance of 198.56 feet to an iron rod; thence South 63 degrees 59 minutes 42 seconds West, a distance of 160.72 feet to an iron rod; thence South 14 degrees 57 minutes 21 seconds East, a distance of 287.83 feet to an iron rod; thence North 89 degrees 52 minutes 56 seconds West, a distance of 391.32 feet to an iron rod; thence North 00 degrees 20 minutes 17 seconds East, a distance of 546.72 feet to an iron rod on the North line of said Southwest Quarter; thence North 89 degrees 52 minutes 15 seconds East, a distance of 66.25 feet to the POINT OF BEGINNING containing 5.0 acres. ALONG WITH AND SUBJECT TO a 50 feet wide tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri with the centerline being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter. South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod and the POINT OF BEGINNING; thence South 00 degrees 20 minutes 17 seconds West, a distance of 300.00 feet to an iron rod; thence South 05 degrees 34 minutes 17 seconds West, a distance of 327.65 feet to an iron rod on the Northern right-ofway of State Route 154 and the POINT OF ENDING.

TRACT 1C:

A tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 546.59 feet to a point being 1.39 feet North 49 degrees 23 minutes 34 seconds West of an iron rod; thence South 00 degrees 16 minutes 32 seconds West, a distance of 634.65 feet to an iron rod and the POINT OF BEGINNING; thence South 89 degrees 52 minutes 56 seconds East, a distance of 586,50 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 210.00 feet to an iron rod; thence South 05 degrees 34 minutes 17 seconds West, a distance of 327.65 feet to an iron rod on the Northern right-of-way of State Route 154; thence along said right-ofway, North 89 degrees 53 minutes 00 seconds West, a distance of 585.91 feet to an iron rod; thence North 00 degrees 16 minutes 32 seconds East, a distance of 536.20 feet to the POINT OF BEGINNING containing 7.1 acres. ALONG WITH AND SUBJECT TO a 50 feet wide tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri with the centerline being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod; thence South 00 degrees 20 minutes 17 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

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II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod and the POINT OF BEGINNING; thence South 00 degrees 20 minutes 17 seconds West, a distance of 300.00 feet to an iron rod; thence South 05 degrees 34 minutes 17 seconds West, a distance of 327.65 feet to an iron rod on the Northern right-of-way of State Route 154 and the POINT OF ENDING.

TRACT 1D:

A tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13. thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod and the POINT OF BEGINNING; thence South 89 degrees 52 minutes 56 seconds East, a distance of 284.47 feet to an iron rod; thence South 64 degrees 21 minutes 25 seconds East, a distance of 75.95 feet to an iron rod; thence South 01 degrees 07 minutes 52 seconds West, a distance of 594.87 feet to an iron rod on the Northern right-of-way of State Route 154; thence along said right-of-way the following two courses, North 89 degrees 25 minutes 34 seconds West, a distance of 165,77 feet to an iron rod; thence North 89 degrees 53 minutes 00 seconds West, a distance of 179.13 feet to an iron rod; thence leaving said right-of-way. North 05 degrees 34 minutes 17 seconds East, a distance of 327.65 feet to an iron rod; thence North 00 degrees 20 minutes 17 seconds East, a distance of 300.00 feet to the POINT OF BEGINNING containing 5.1 acres. ALONG WITH AND SUBJECT TO a 50 feet wide tract of land being part of the North half of the Southwest Quarter of Section 13, Township 54 North, Range 9 West of the fifth principal meridian, Monroe County, Missouri with the centerline being more particularly described as follows: Commencing at an aluminum monument marking the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 13, thence along the North line of said Southwest Quarter, South 89 degrees 52 minutes 15 seconds West, a distance of 66.25 feet to an iron rod; thence South 00 degrees 20 minutes 17 seconds West, a distance of 546.72 feet to an iron rod; thence South 89 degrees 52 minutes 56 seconds East, a distance of 106.86 feet to an iron rod and the POINT OF BEGINNING; thence South 00 degrees 20 minutes 17 seconds West, a distance of 300.00 feet to an iron rod; thence South 05 degrees 34 minutes 17 seconds West, a distance of 327.65 feet to an iron rod on the Northern right-of-way of State Route 154 and the POINT OF ENDING.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Risa Minor
Authorized Signatory

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ISSUED BY

First American Title Insurance Company

Schedule BI & BII

File No. 23-2029 Hayhurst.

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.
- Deed of Trust from Hayhurst Properties LLC in favor of HNB National Bank, dated April 29, 2022, and filed of record May 26, 2022, in Document No. 2022-0725 of the Deed Records of Monroe County, Missouri, must be satisfied and released.
- Deed of Trust from Hayhurst Properties LLC in favor of HNB National Bank, dated April 29, 2022, and filed of record May 2, 2022, in Document No. 2022-0606 of the Deed Records of Monroe County, Missouri, must be satisfied and released.
- Deed of Trust from Hayhurst Properties LLC in favor of HNB National Bank, dated November 4, 2022, and filed of record November 7, 2022, in Document No. 2022-1559 of the Deed Records of Monroe County, Missouri, must be satisfied and released.
- 8. General Warranty Deed from Hayhurst Properties LLC in favor of Hayhurst Properties LLC, must be executed, acknowledged, delivered and recorded.
- 9. Owners Affidavit must be executed, acknowledged and delivered to this Company.

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ALTA Commitment for Title Insurance (8-1-16)



ISSUED BY

First American Title Insurance Company

Schedule BI & BII

File No. 23-2029 Hayhurst.

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 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, if any, not shown as existing liens by the Public Records.
- GENERAL TAXES: For the year 2023 and all subsequent years. Real estate taxes for the year 2022 for Monroe County, Missouri, in the amount of \$39.45 have been paid. Parcel Number is 14-6.0-13-000-000-006.000.
- 8. Fifty foot easement for ingress and egress as shown on Survey of Schaefer Surveying, LLC, Project #22-298 dated December 7, 2022.
- 9. Flowage Easement in favor of the United States of America dated January 6, 1972, and filed of record February 2, 1972, in Book 157 at Page 279 of the Deed Records of Monroe County, Missouri.
- 10. Except those parts deeded and Easements to the State of Missouri as described in Deeds in favor of the State of Missouri as filed of record in Book 177 at Page 301, and in Book 91 at Page 91 and Book 130 at Page 124 of the Deed Records of Monroe County, Missouri.

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- 11. Disclaimer of interest as filed by Missouri Highway Commission of Missouri dated December 14, 1984, and filed of record January 4, 1985, in Book 209 at Page 512 of the Deed Records of Monroe County, Missouri.
- 12. Right of way deed in favor of the County of Monroe dated October 155, 1920, and filed of record in Book 80 at Page 399 of the Deed Records of Monroe County, Missouri.
- 13. Water Line Easement in favor of Public Water Supply District #2 of Monroe County, Missouri, dated August 10, 1982, and filed of record in Book 200 at Page 25 of the Deed Records of Monroe County, Missouri.
- 14. Water Line Easement in favor of Public Water Supply District #2 of Monroe County, Missouri, dated September 21, 1990, and filed of record March 18, 1991, in Book 237 at Page 358 of the Deed Records of Monroe County, Missouri.
- 15. Zoning and Subdivision Regulations of Monroe County, Missouri, as filed of record December 9, 1968, in Book 147 at Pages 541+ and in Book 174 at Pages 399+; and, Comprehensive Development Plan of Monroe County, Missouri, as filed of record in Book 174 at Pages 176+, and amendments thereto in Book 205 at Pages 331+ and 485+, all of the Deed Records of Monroe County, Missouri.
- 16. Monroe County Code of Health Regulations dated and filed of record March 4, 1994, in Book 255 at Pages 359+ of the Deed Records of Monroe County, Missouri, regarding the construction, installation or modification of small on-site waste water treatment systems.
- 17. Subject to Mark Twain Solid Waste Management District, Intergovernmental Cooperative Agreement dated January 14, 1999, and filed of record March 26, 1999, in Book 281 at Page 1237 of the Deed Records of Monroe County, Missouri.
- 18. Monroe County Agricultural Development Ordinance dated October 28, 2013, and filed of record October 30, 2013, in Document No. 2013-1648 of the Deed Records of Monroe County, Missouri.
- 19. Reference(s) to acreage in the description of the Land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
- 20. Rights of riparian owners and the public in and to the free unobstructed flow of any river, creek, channel, which abuts or flows through the Land without diminution or pollution.
- 21. Subject to any inconsistencies in the boundaries of the Land and/or any adverse claims to any portion of the Land created by accretions, avulsions or the meandering of any river, creek, channel.
- 22. The consequences of the use of monuments (including but not limited to "aluminum monument, North right-of-way of State Route 154") as boundaries or calls in the legal description(s) of the Land which monument are not definite, or are subject to more than one interpretation or have or could have been relocated, including but not limited to the inability to locate the boundaries of the land and any dispute regarding the location of said boundaries.

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