

First American  
Title Insurance Company**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**  
1 First American Way, Santa Ana, CA 92707

By: \_\_\_\_\_  
Kenneth D. DeGiorgio, President

By: \_\_\_\_\_  
Lisa W. Cornehl, Secretary

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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;
- 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.

**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.

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- 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 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 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**  
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: Reynolds County Abstract Co  
Issuing Office: 2308 Pine Street  
Centerville, MO 63633  
Issuing Office's ALTA® Registry ID: 1056612  
Loan ID Number:  
Commitment Number: 2024-23  
Issuing Office File Number: 2024-23  
Property Address: Highway K, Ellington, MO 63638  
Revision Number:

**SCHEDULE A**

1. Commitment Date: March 14, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy

Proposed Insured:	<b>TO BE DETERMINED</b>
Proposed Amount of Insurance:	<b>\$</b>
The estate or interest to be insured:	<b>fee simple</b>
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:  
Logan Creek Ranch II, LLC
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**REYNOLDS COUNTY ABSTRACT CO**

2308 Pine Street, Centerville, MO 63633  
Telephone: (573) 648-2366

Countersigned by:



Amy Brunk, License #8429908  
Reynolds County Abstract Co, License #2778

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**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.
  - 1a Satisfy and Release from record a Deed of Trust, dated December 4, 2015, from Logan Creek Ranch II, LLC to The Privatebank and Trust Company and recorded in the Reynolds County Land Records as Instrument #201600013 on January 6, 2016.
  - 2a Have Logan Creek Ranch II, LLC, complete and sign the Owner's Affidavit and return the same to our office.
  - 3a Provide our office with a copy of the Operating Agreement for Logan Creek Ranch II, LLC.
  - 4a Execute and file for record in the Reynolds County Land Records a General Warranty Deed from Logan Creek Ranch II, LLC to XXX TBD XXXXX.
5. WE RESERVE THE RIGHT TO MAKE FURTHER REQUIREMENTS OR EXCEPTIONS WHEN THE IDENTITY OF THE BUYER(S) IS MAKE KNOWN.

**CLOSING INFORMATION NOTE:** If the closing for the subject property is to be conducted by Reynolds County Abstract Company, we require all monies due from the purchase, that are in the form of a Cashier's Check or Certified Check, be deposited into our account 10 days prior to closing. If the sale proceeds or any payoffs pursuant to the closing require Good Funds, then monies received by us for such must be via bank or wire transfer and received in our account 1 day prior to 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 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, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2024, and thereafter. Taxes for County 2023 and prior years are paid as follows:  
  
UPN:  
17-0.8-027-000-000-006.00000  
Assessed  
Agricultural 3,470  
Amount  
\$173.09 pd 12-27-23
8. 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.
9. Subject to the Right of way for Missouri State Highway K.

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10. Consequences of one or more boundaries of the Land referring to a river, creek, stream or any other water boundary ("The Boundary") including, but not limited to: Decrease in area of the Land by erosion and/or the consequences of any past or future change in the location of The Boundary; Any inconsistencies in any boundary and/or any adverse claim to any portion of the Land created by accretions, avulsions, relictions or the meandering of The Boundary; Any question as to the location of the specific water boundary referenced in the legal description of the Land. Rights of riparian owners in and to the free and unobstructed flow of East Logan Creek. 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, relictions or the meandering of Logan Creek.
11. WE RESERVE THE RIGHT TO MAKE FURTHER REQUIREMENTS OR EXCEPTIONS WHEN THE IDENTITY OF THE BUYER(S) IS MAKE KNOWN.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Reynolds, State of Missouri, and is described as follows:

**Tract 1:**

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27 AND PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, REYNOLDS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON ROD WITH AN ALUMINUM CAP AT THE SOUTHWEST CORNER OF THE AFORESAID SECTION 27 AS SHOWN IN THE SURVEY RECORDED IN BOOK 5, PAGE 53 OF THE REYNOLDS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 81 DEGREES 40 MINUTES 38 SECONDS EAST 525.15 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 27, NORTH 30 DEGREES 43 MINUTES 00 SECONDS WEST 1087.70 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "K"; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "K" THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2316.84 FEET AND WHOSE CHORD BEARS NORTH 58 DEGREES 45 MINUTES 05 SECONDS EAST 30.16 FEET, AN ARC LENGTH DISTANCE OF 30.16 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 5769.70 FEET AND WHOSE CHORD BEARS NORTH 54 DEGREES 36 MINUTES 12 SECONDS EAST 759.72 FEET, AN ARC LENGTH DISTANCE OF 760.27 FEET; AND NORTH 50 DEGREES 49 MINUTES 43 SECONDS EAST 301.16 FEET; THENCE LEAVING THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "K", SOUTH 23 DEGREES 12 MINUTES 00 SECONDS EAST 160.24 FEET; THENCE SOUTH 34 DEGREES 54 MINUTES 14 SECONDS EAST 136.07 FEET; THENCE SOUTH 22 DEGREES 59 MINUTES 16 SECONDS EAST 368.66 FEET; THENCE SOUTH 19 DEGREES 18 MINUTES 44 SECONDS EAST 373.06 FEET; THENCE SOUTH 61 DEGREES 05 MINUTES 10 SECONDS EAST 142.37 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS EAST 162.24 FEET; THENCE NORTH 76 DEGREES 40 MINUTES 41 SECONDS EAST 103.48 FEET; THENCE SOUTH 48 DEGREES 10 MINUTES 19 SECONDS EAST 1345.77 FEET TO A FOUND IRON PIPE AT THE SOUTH QUARTER CORNER OF THE AFORESAID SECTION 27; THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, NORTH 81 DEGREES 40 MINUTES 38 SECONDS WEST 2144.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 45.67 ACRES AS PER SURVEY 24-8290 BY FRAZIER LAND SURVEYING DURING MARCH OF 2024.

**Tract 2:**

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, REYNOLDS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON ROD WITH AN ALUMINUM CAP AT THE SOUTHWEST CORNER OF THE AFORESAID SECTION 27 AS SHOWN IN THE SURVEY RECORDED IN BOOK 5, PAGE 53 OF THE REYNOLDS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 81 DEGREES 40 MINUTES 38 SECONDS EAST 2669.39 FEET TO A FOUND IRON PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 AND BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 27, NORTH 48 DEGREES 10 MINUTES 19 SECONDS WEST 1345.77 FEET; THENCE SOUTH 76 DEGREES 40 MINUTES 41 SECONDS WEST 103.48 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS WEST 162.24 FEET; THENCE NORTH 61 DEGREES 05 MINUTES 10 SECONDS WEST 142.37 FEET; THENCE NORTH 19 DEGREES 18 MINUTES 44 SECONDS WEST 373.06 FEET; THENCE NORTH 22 DEGREES 59 MINUTES 16 SECONDS WEST 368.66 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 14 SECONDS WEST 136.07 FEET; THENCE NORTH 23 DEGREES 12 MINUTES 00 SECONDS WEST 160.24 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "K"; THENCE ALONG THE SOUTH RIGHT-

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OF-WAY LINE OF STATE HIGHWAY "K" THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 49 MINUTES 43 SECONDS EAST 73.24 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3779.80 FEET AND WHOSE CHORD BEARS NORTH 53 DEGREES 52 MINUTES 43 SECONDS EAST 402.25 FEET, AN ARC LENGTH DISTANCE OF 402.44 FEET; NORTH 56 DEGREES 55 MINUTES 44 SECONDS EAST 510.00 FEET; AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2904.90 FEET AND WHOSE CHORD BEARS NORTH 53 DEGREES 47 MINUTES 56 SECONDS EAST 317.23 FEET, AN ARC LENGTH DISTANCE OF 317.39 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201500447 OF SAID RECORDS; THENCE LEAVING THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "K" AND ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201500447, SOUTH 30 DEGREES 14 MINUTES 34 SECONDS EAST 1529.06 FEET TO A FOUND IRON PIPE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01 DEGREES 35 MINUTES 07 SECONDS WEST 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 58.09 ACRES AS PER SURVEY 24-8290 BY FRAZIER LAND SURVEYING DURING MARCH OF 2024.

[Description Furnished]

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